

Terms and conditions 71WorkX

These General Terms and Conditions from the Dutch organization Thuiswinkel (hereinafter: Thuiswinkel.org) were developed in consultation with the Dutch Consumer Association as part of the Self-Regulation Coordination Group (CZ) of the Social and Economic Council (SER) and will take effect on 1 June 2014.

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Supplementary agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract, and these goods, digital content and/or services are supplied by the company or by a third party based on an agreement between that third party and the company;
2. Cooling-off period: the period of time in which consumers are permitted to exercise the right of withdrawal;
3. Consumer: a natural person that is entering into a transaction for purposes not related to a trade, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data that is produced and delivered in a digital format;
6. Fixed-term agreement: an agreement that extends to the regular delivery of goods, services and/or digital content over a certain period of time;

7. Durable medium: any tool - including email - that enables the consumer or company to store information that is addressed to them personally in a way that allows for future consultation or that may be used for a period conforming to the purpose for which the information is intended and which allows the stored information to be reproduced in an unchanged state;
8. Right of withdrawal: the option of pulling out of the distance contract that the consumer is entitled to during the cooling-off period;
9. Company: the natural or legal person who is a member of Thuiswinkel.org and who offers products, (access to) digital content and/or services to consumers remotely;
10. Distance contract: an agreement concluded between the company and the consumer as part of an organized system for remote sales involving products, digital content and/or services, whereby exclusive or shared use is made of one or more means of remote communication up to and including the termination of the agreement;
11. Sample withdrawal form: the sample European withdrawal form included in Annex I of these terms and conditions; Access to Annex I is not required if the consumer has no right of withdrawal with regard to the order;
12. Means of remote communication: a tool that can be used to conclude an agreement without requiring the consumer and company to be in the same place at the same time.

Article 2 - The Entrepreneur's identity

Name of Entrepreneur

L. H. Ramaker

Trade name

71WorkX

Business address

Rondweg 4
8091 XB Wezep
The Netherlands

Telephone number

+31 (0)85 002 02 71

Opening hours

Monday - Friday from 8:30 till 17:00

Email address

klantenservice@71WorkX.com

Chamber of Commerce Zwolle number

57826463

VAT identification number

Article 3 - Applicability

1. These general terms and conditions apply to every offer made from the company and to every distance contract concluded between the company and the consumer.
2. Before the distance contract is concluded, the text of these terms and conditions is to be made available to the consumer. If this is not reasonably possible, then before the distance contract is concluded, the company shall indicate how the general terms and conditions can be accessed at the company and that the terms and conditions will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, then contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer is able to store it easily on a durable medium. If this is not reasonably possible, then before the distance contract is concluded, it shall be indicated where the general terms and conditions can be accessed electronically and that the terms and conditions will be sent free of charge to the consumer electronically or otherwise upon request.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs equally apply and in the event of an inconsistency in the conditions, the consumer may invoke the applicable provision that is most beneficial to him/her.

Article 4 - The offer

1. If an offer is limited in duration or is subject to certain conditions, this is to be explicitly stated in the offer description.
2. The offer includes a complete and accurate description of the products, digital content and/or services provided. The description includes sufficient detail as to enable the consumer to make a proper assessment of the offer. If the company uses any images, they are to serve as a true representation of the products, services and/or digital content offered. Obvious oversights or errors in the offer are not binding for the company.
3. Every offer contains information that clearly depicts the consumer rights and obligations that are associated with acceptance of the offer.

Article 5 - The agreement

1. The agreement is deemed concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the conditions set out.
2. If the consumer has accepted the offer electronically, the company is to provide immediate electronic confirmation of receipt of the consumer's acceptance of the

offer. As long as the company has not confirmed receipt of this acceptance, the consumer may terminate the contract.

3. If the agreement is concluded electronically, the company is to take appropriate technical and organizational measures to secure the electronic transfer of the data and is to ensure a secure web environment. If the consumer is able to pay electronically, the company is to take the appropriate security measures.
4. Within legal bounds, the company may seek information on whether the consumer is able to meet his/her payment obligations, as well as seek any facts and factors that are important for concluding a responsible distance contract. If, based on this investigation, the company has good reason not to enter into the agreement, the company is entitled to refuse an order or request, or to attach special conditions to its implementation.
5. The company is to send the following information to the consumer at the latest upon delivery of the product, service or digital content, in writing or in such a way that the consumer may store the information in an accessible manner on a durable medium:
 - a. the company's visiting address where the consumer may go with complaints;
 - b. the conditions under which, and the way in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information concerning guarantees and existing services after purchase;
 - d. the price including all taxes on the product, service or digital content. If applicable, the costs of delivery and the method of payment, delivery or implementation of the distance contract;
 - e. the requirements for cancelling the contract if the contract has a duration of more than one year or has an indefinite duration;
 - f. if the consumer is entitled to the right of withdrawal, the sample withdrawal form.
6. In the case of a continuing performance contract, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products

1. The consumer may terminate an agreement regarding the purchase of a product during the cooling-off period of 14 days without stating a reason. The company may ask the consumer about the reason for withdrawal, but may not require that the consumer state the reason(s).
2. The cooling-off period referred to in paragraph 1 begins on the day after the consumer, or a third party previously designated 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 the consumer, has

received the last product. Provided that the company has clearly informed the consumer prior to the ordering process, the company may refuse an order for several 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 the consumer, has received the last shipment or the last part;
- c. for contracts concerning regular delivery of products over a certain period: the day on which the consumer, or a third party designated by the consumer, has received the first product.

Upon delivery of services and digital content that is not supplied on a material medium:

1. A consumer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. The trader is allowed to ask a consumer for the reason of this dissolution, but the consumer is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 commences on the day after the contract was concluded.

Extended withdrawal period for products, services and digital content that is not supplied on a material medium in the event a consumer was not informed about the right of withdrawal:

1. If the trader did not provide the consumer with the statutorily obligatory information about the right of withdrawal or if the model form was not provided, the withdrawal period ends twelve months after the end of the originally stipulated withdrawal period based on the previous paragraphs of this article.
2. If the trader provided the consumer with the information referred to in the previous paragraph within twelve months of the commencing date of the original withdrawal period, the withdrawal period shall end 14 days after the day on which the consumer received the information.

Article 7 - Consumer obligations during the cooling-off period

1. During the cooling-off period, the consumer is to handle the product and packaging with care. The consumer shall only unpack or use the product to the extent necessary in order to determine the nature, characteristics and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as would be allowed in a store.
2. The consumer is only liable for a reduction in value of the product as a result of the product being handled in such a way that goes beyond what is permissible in paragraph 1.
3. The consumer is not liable for a reduction in value of the product if the company has not provided him/her with all legally required information concerning the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Consumer exercise of the right of withdrawal and related costs

1. If the consumer wishes to make use of the right of withdrawal, the consumer must report this to the company within the cooling-off period using the sample withdrawal form or in another unambiguous manner.
2. As soon as possible, and within 14 days starting from the day after the notification referred to in paragraph 1 has been given, the consumer shall return the product or submit it to (an agent of) the company. This is not necessary if the company has offered to collect the product itself. In any case, the consumer has observed the period of return if he/she returns the product before the cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the company.
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 bears all direct costs of returning the product. If the company has not given notification that the consumer must bear these costs or if the company has indicated that the costs will be borne by the company, then the consumer is not responsible for bearing the costs for returning the product.
6. If the consumer withdraws from the agreement after having first explicitly requested that a service be provided or that gas, water or electricity be supplied that is not made ready for sale in a limited volume or quantity during the cooling-off period, then the consumer owes the company an amount that is equal to that part of the commitment that the company has fulfilled at the time of withdrawal, as compared to full compliance with the obligation.
7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity that are not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:
 - a. the company has not provided the consumer with the legally required information concerning the right of withdrawal, the reimbursement of costs or the sample withdrawal form, or;
 - b. the consumer did not explicitly request the service or supply of gas, water, electricity or district heating to be started during the cooling-off period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a physical medium if:
 - a. prior to delivery, the consumer has not explicitly agreed to commence compliance with the agreement before the end of the cooling-off period;
 - b. the consumer has not acknowledged that he/she has lost his/her right of withdrawal when granting permissions; or
 - c. the company has failed to confirm this statement from the consumer.
9. If the consumer exercises his right of withdrawal, all additional agreements will be legally rescinded.

Article 9 - Company obligations in a case of withdrawal

1. If the company makes it possible for the consumer to withdraw from the agreement electronically, the company will immediately send a confirmation of receipt after receiving the notification.
2. The company is to reimburse all payments made by the consumer, including any delivery costs charged by the company for the returned product, without delay and within 14 days following the day on which the consumer gave notification of the withdrawal. Unless the company offers to collect the product itself, the company may wait to reimburse the consumer until it has received the product or until the consumer has demonstrated that he/she has sent back the product, whichever occurs earlier.
3. The company is to use the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The consumer is not to be charged for the reimbursement.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery available, the company is not obliged to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The company may exclude the following products and services from the right of withdrawal, but only if the company has clearly stated this in the description of the offer, and at the latest before the agreement has been concluded:

1. Products or services for which the price depends on fluctuations in the financial market, and over which the company has no control, and which may occur within the withdrawal period
2. Agreements concluded during a public auction. A public auction refers to a method of sale in which products, digital content and/or services are offered by the company to the consumer who is present in person or who has the opportunity to be present in person at the auction, under the direction of an auctioneer, and where 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 of the service has commenced with the express prior consent of the consumer; and
 - b. the consumer has stated that he/she loses his/her right of withdrawal once the company has fully executed the agreement;
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and passenger transport agreements;

5. Service contracts for the provision of accommodation, if a specific date or period of execution is provided for in the contract and goods transport, car rental services and catering other than for residential purposes;
6. Agreements related to leisure activities, if a specific date or period of execution is provided for in the agreement;
7. Products manufactured according to the consumer's specifications that are not prefabricated and that are manufactured based on an individual choice or decision made by the consumer, or that 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 hygiene or health protection and for which the seal has been broken after delivery;
10. Products that, due to their nature, have been irreversibly mixed with other products after delivery;
11. Alcoholic beverages, the price of which was agreed at the conclusion of the agreement, but the delivery of which can only take place after 30 days, and the actual value of which is dependent on market fluctuations over which the company has no control;
12. Sealed audio or video recordings and computer software, where the seal has been broken after delivery;
13. Newspapers, journals or magazines, with the exception of subscriptions;
14. The delivery of digital content other than on a physical medium, but only if:
 - a. performance of the service has commenced with the express prior consent of the consumer; and
 - b. the consumer has stated that he/she has thereby lost his/her right of withdrawal.

Article 11 - Prices

1. During the validity period stated in the offer, the prices of the products and/or services offered shall not be increased, except for price adjustments as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the company may offer products or services with variable prices that are subject to fluctuations in the financial market and over which the company has no control. This dependence on fluctuations and the fact that any stated prices are estimated prices are to be stated in the offer.
3. Price increases within 3 months after conclusion of the agreement are only permissible if they are the result of statutory regulations or provisions.
4. Price increases starting from 3 months after the conclusion of the agreement are only permissible if the company has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the range of products or services include VAT.

Article 12 - Compliance and additional guarantees

1. The company guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability as well as the legal provisions existing on the date of the conclusion of the agreement provisions and/or government regulations. If agreed, the company also guarantees that the product is suitable for uses other than normal use.
2. An additional guarantee provided by the company, its supplier, manufacturer or importer shall never limit the legal rights and claims that the consumer is entitled to assert against the company based on the agreement if the company has failed to fulfill its part of the agreement.
3. An additional guarantee is understood to mean any obligation of the company, its supplier, importer or manufacturer in which it grants the consumer certain rights or claims that go beyond what is legally required in the event that the company has failed to fulfill its part of the agreement.

Article 13 - Supply and implementation

1. The company shall take the greatest possible care when receiving and implementing orders for products and when assessing requests for the provision of services.
2. The place of delivery refers to the address that the consumer has made known to the company.
3. Taking into account what is stated to this effect in article 4 of these general terms and conditions, the company shall execute all accepted orders with due speed, and at the latest within 30 days, unless a different delivery period has been agreed upon. If the delivery is delayed, or if an order cannot be executed or only partially executed, the consumer shall be notified of this no later than 30 days after he/she has placed the order. In that case, the consumer has the right to terminate the contract without cost and is entitled to any compensation.
4. After a termination in accordance with the previous paragraph, the company shall immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the company until the moment of delivery to the consumer or a representative designated in advance and made known to the company, unless otherwise explicitly agreed.

Article 14 - Continuing performance contract: duration, cancellations and extensions

Cancellations:

1. At any time with due observance of the agreed termination rules and a cancellation period not to exceed one month, the consumer may cancel an agreement that has

been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services.

2. At any time by the end of the specified duration with due observance of the agreed termination rules and a cancellation period not to exceed one month, the consumer may terminate a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services.
3. Concerning the agreements mentioned in the previous paragraphs, the consumer may:
 - a. cancel at any time and not be restricted to cancellation at a specific time or within a specific period;
 - b. cancel in the same way as was used when entering into the agreement at a minimum;
 - c. always cancel within the same cancellation period as the company has stipulated for itself.

Extensions:

1. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specific duration.
2. Contrary to the previous paragraph, an agreement that has been entered into for a definite period of time and that extends to the regular delivery of daily papers, weekly papers, newspapers or magazines may be tacitly renewed for a specific duration of a maximum of three months, if the consumer is able to terminate the agreement by the end of the extension with a notification period not to exceed one month.
3. An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer is able to cancel at any time with a notification period not to exceed one month. The notification period is not to exceed three months if the agreement extends to the regular, but less than monthly, delivery of daily papers, weekly papers, newspapers or magazines.
4. An agreement with a limited duration for the regular supply, by way of introduction, of daily papers, weekly papers, newspapers or magazines (trial or introductory subscriptions) is not tacitly continued and ends automatically after the trial or introductory period expires.

Duration:

1. If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period not to exceed one month, unless reasonableness and fairness do not allow for cancellation before the end of the agreed duration.

Article 15 - Payment

2. Unless otherwise specified in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period, or in the absence of a cooling-off 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 has received confirmation of the agreement.
3. When selling products to consumers, the general terms and conditions may never oblige the consumer to pay more than 50% in advance. If advance payment has been stipulated, the consumer may not assert any rights regarding the execution of the relevant order or service(s), before the advance payment has been made.
4. The consumer is obliged to immediately report to the company any inaccuracies with regard to the payment data provided or stated.
5. If the consumer does not meet his/her payment obligation(s) in a timely manner, the consumer is to be informed by the company of the late payment and the company is to grant the consumer an additional period of 14 days to meet the payment obligations. If payment has not been made within this additional 14-day period, then the statutory interest is due on top of the amount still owed and the company is entitled to charge the extrajudicial collection expenses it has incurred. These collection expenses amount to a maximum of 15% on outstanding amounts up to €2,500; 10% on the following €2,500 and 5% on the next €5,000 with a minimum of €40. The company may deviate from the stated amounts and percentages to the benefit of the consumer.

Article 16 - Complaints procedure

1. The company shall have an adequately published complaint procedure and shall use this procedure to deal with complaints.
2. Complaints concerning the implementation of the agreement must be submitted in full and must clearly describe to the company within a reasonable time after the consumer has discovered the defect.
3. Complaints submitted to the company shall be answered within a period of 14 days from the date of receipt. If a complaint requires a processing time that is anticipated to be longer than the period described above, the company shall respond within a period of 14 days with a message of receipt and an indication of when the consumer can expect a more detailed answer.
4. Complaints about a product or service provided by the company may also be submitted via a complaint form on the consumer page of the website of Thuiswinkel.org www.thuiswinkel.org. The complaint will then be sent to both the relevant company and Thuiswinkel.org.
5. The consumer must give the company a minimum of 4 weeks to resolve the complaint in mutual consultation. After this period, there is a dispute, which is subject to the dispute settlement procedure.

Article 17 - Disputes

1. Dutch law applies exclusively to agreements between the company and the consumer to which these general terms and conditions apply.
2. Disputes between the consumer and the company regarding the conclusion or implementation of agreements with regard to products and services to be supplied or supplied by this trader, may, subject to the provisions below, be submitted by both the consumer and the company to the Disputes Committee Thuiswinkel, Postbus 90600, 2509 LP in The Hague (www.sgc.nl).
3. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his/her complaint to the company within a reasonable period of time.
4. If the complaint does not lead to a resolution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Committee at the latest 12 months after the date on which the consumer submitted the complaint to the company.
5. If the consumer wishes to submit a dispute to the Disputes Committee, the company is bound by this decision. Preferably, the consumer shall first report this to the company.
6. If the company wishes to submit a dispute to the Disputes Committee, the consumer must, within five weeks of a request made in writing by the company, state in writing whether he/she also wishes to do so or wishes the dispute to be handled by the competent court. If the company does not receive word of the consumer's decision within the five-week period, the company is entitled to submit the dispute to the competent court.
7. The Disputes Committee shall make a decision under the conditions as set forth in the regulations of the Disputes Committee (www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel). The decisions of the Disputes Committee are made by way of binding advice.
8. The Disputes Committee will not handle a dispute or will terminate a procedure if the company has been granted a moratorium, has become bankrupt or has effectively terminated its business activities before a dispute has been dealt with by the committee at the hearing and a final judgment has been given.
9. If, in addition to the Thuiswinkel Disputes Committee, another disputes committee that is recognized or affiliated with the Foundation for Disputes Committees for Consumer Cases (SGC) or the Financial Services Complaints Institute (Kifid) is authorized, the Thuiswinkel Disputes Committee is primarily responsible for disputes concerning the method of selling or providing remote services. For all other disputes, the other accredited disputes committee affiliated with SGC or Kifid is responsible.

Article 18 - Trade association guarantee

1. Thuiswinkel.org guarantees its members' compliance with the binding advice of the Thuiswinkel Disputes Committee, unless the member decides to submit the binding advice to the court for review within two months of being submitted. This guarantee is renewed if the binding advice has been upheld after judicial review and the judgment proving this has become final. An amount not to exceed €10,000 per binding advice is paid to the consumer by Thuiswinkel.org. Payment of €10,000 will

be made for amounts higher than €10,000 per binding advice. For larger sums, Thuiswinkel.org has the obligation to take reasonable adequate efforts to ensure that the member complies with the binding advice.

2. Application of this guarantee requires that the consumer make a written appeal to Thuiswinkel.org and that he/she transfers his/her claim from the company to Thuiswinkel.org. If the claim against the company amounts to more than €10,000, the consumer is offered to transfer his/her claim insofar as it exceeds the amount of €10,000 to Thuiswinkel.org, after which this organization will make the payment in its own name and at its own expense in fulfillment of the consumer's right to compensation.

Article 19 - Supplementary provisions or derogations

Supplementary provisions or deviations from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that allows them to be stored in an accessible manner on a durable medium by the consumer.

Article 20 - Changes to the Thuiswinkel General Terms and Conditions

1. Thuiswinkel.org will only change these general terms and conditions in consultation with the Dutch Consumer Association.
2. Changes to these terms and conditions are only effective after they have been appropriately published, with the understanding that in the event of applicable changes during the term of an offer, that the provision that most benefits the consumer shall prevail.

Thuiswinkel.org

www.thuiswinkel.org

Horaplantsoen 20, 6717 LT Ede

Postbus 7001, 6710 CB Ede

Annex I: Sample withdrawal form

Sample withdrawal form

(only complete and return this form if you wish to withdraw from the contract)

a. To: [company name]

[geographical address of the company]

[fax number of the company, if available]

[email or electronic address of company]

b. I/We* hereby inform you, that I/we* am/are withdrawing from our agreement concerning

the sale of the following products: [product description]*

the delivery of the following digital content: [description of digital content]*

the provision of the following service: [description of service]*

c. Ordered on*/received on* [date of order for services or receipt of products]

d. [Name of consumer(s)]

e. [Address of consumer(s)]

f. [Signature of consumer(s)] (only if this form is submitted on paper)

* Delete information that does not apply or enter information that does apply.