

Table of Contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The contract

Article 6 - Right

Article 7 - Obligations of the consumer during the reflection

Article 8 - Exercise of the right of withdrawal by the consumer and their cost

Article 9 - Obligations of the trader in case of withdrawal

Article 10 - Exclusion of right

Article 11 - The price

Article 12 - Compliance and Warranty extension

Article 13 - Delivery and implementation

Article 14 - Extended duration transactions: duration, termination and renewal

Article 15 - Payment

Article 16 - Complaints

Article 17 - Disputes

Article 18 - Additional or different terms

Article 1 - Definitions

In these conditions apply:

1. **Additional agreement:** an **agreement** whereby the consumer products, digital content and / or services acquired in connection with a distance contract and these goods, digital content and / or services are provided by the trader or by a third party on the basis of an agreement between that third party and the trader;
2. **Grace period:** The period within which the consumer can exercise his right of withdrawal;
3. **Consumer:** the natural person who is acting for purposes relating to his trade, business, craft or profession;
4. **Day:** calendar;
5. **Digital content** means data which are produced and supplied in digital form;
6. **Duration agreement:** an agreement which extends to the regular delivery of goods, services and / or digital content for a certain period;
7. **Durable medium:** any device - including also e-mail - that the consumer or business that enables information addressed personally to him, store in a way that future consultation or use over a period appropriate to the target for which it was intended, and which allows the unchanged reproduction of the stored information possible;
8. **Right of withdrawal:** the ability of the consumer to waive the waiting period in the distance;
9. **Entrepreneur:** the natural or legal products, offering (access) digital content and / or services to consumers;
10. **Distance contract** means an agreement between the entrepreneur and the consumer is concluded in the framework of an organized system for distance selling of products, digital content and / or services, up to and including the conclusion of the agreement exclusively or partially used of one or more means of distance communication;
11. **Model withdrawal form:** the European model set out in Appendix I of these terms and conditions for withdrawal;
12. **Technology for distance communication:** means that can be used for closing an agreement without consumer and business need to be met simultaneously in the same space.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

1. These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers.
2. Before concluding a distance contract, the text of these general conditions made available to the consumer. If this is not reasonably possible, the trader will before concluding the distance contract, indicate how the general conditions for inspection at the trader's premises and that they be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general conditions are made available electronically to the consumer in such a way that by the consumer a simple way can be stored on a durable data storage medium. If this is not reasonably possible, before the distance contract is closed, will indicate where to be aware of the general conditions electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in case of conflicting terms always rely on the applicable provision that is most favorable to him .

Article 4 - The offer

1. If an offer has a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the offered products, digital content and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the products, services and / or digital content. Obvious mistakes or errors in the offer binding on the entrepreneur.
3. Each offer contains such information that is clear to the consumer what rights and obligations which are attached to accepting the offer.

Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed by the operator, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.
4. The entrepreneur can within the law - inform the consumer's ability to meet its payment obligations, and of all those facts and factors that are important to a sound conclusion of the distance contract. If the operator under this investigation was justified in order not to enter into the agreement, he is entitled to refuse or to attach special conditions to implement an order or request.
5. The trader will look at delivery of the product, service, or digital content to the consumer the following information in writing or in such a way that it can be stored in an accessible manner to the consumer on a durable medium to send:
 - a. the address of the establishment of the business where consumers can lodge complaints;
 - b. the conditions and how the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. information about guarantees and after sales service;
 - d. the price including all taxes of the product, service, or digital content; in so far as applicable, the cost of delivery; and the method of payment, delivery or performance of the contract;

- e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
- f. if the consumer has a right of withdrawal and the model withdrawal form.
6. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right

For products:

1. The consumer may contract concerning the purchase of a product during a cooling-off period of 14 days or terminate without giving reasons. The operator may ask the consumer about the reason for revocation, but it does not commit to stating his reason (s).
2. The grace period referred to in paragraph 1 shall begin on the day after the consumer or a pre-designated by the consumer third party other than the carrier, the product has received, or:
 - a. as the consumer in the same order has ordered several products: the day on which the consumer or a third party designated by him, has received the final product. The operator may, provided that he has informed the consumer prior to the ordering process in a clear manner, refuse an order of several products with different delivery time.
 - b. if the supply of a product consists of multiple lots or pieces, the day on which the consumer or a third party designated by him, received the last shipment of the final part;
 - c. the contract is for regular delivery of goods during a certain period, the day on which the consumer or a third party designated by him, the first product has received.

With services and digital content which is not supplied on a tangible medium:

3. The consumer has a service contract and a contract for the supply of digital content which is not supplied on a tangible medium dissolve for at least 14 days without giving any reason. The operator may ask the consumer about the reason for revocation, but it does not commit to stating his reason (s).
4. The grace period referred to in paragraph 3 starts on the day following the conclusion of the agreement.

Extended grace period for products, services and digital content which is not supplied on a tangible medium by not informing about the right of withdrawal:

5. If the entrepreneur, the consumer did not provide the information required by law about the right of withdrawal and the model withdrawal form the cooling expire twelve months after the end of the original, in accordance with the preceding paragraphs of this Article shall reflect.
6. If the trader has provided the consumer information referred to in the preceding paragraph within twelve months after the date of the initial grace period, the grace period will expire 14 days from the day the consumer receives that information.

Article 7 - Obligations of the consumer during the reflection

1. During this period the consumer will treat the product and packaging. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The basic principle is that the consumer of the product may only handle and inspect as he would be allowed to do in a shop.
2. The consumer shall only be liable for diminished value of the product that is the result of a way of dealing with the product beyond permitted in paragraph 1.
3. The consumer is not liable for diminished value of the product as the entrepreneur him not to or at the conclusion of the contract all mandatory information provided on the right of withdrawal.

Article 8 - Exercise of the right of withdrawal by the consumer and their cost

1. If the consumer exercises his right of withdrawal, he shall report this within the cooling-off period using the model withdrawal form or any other unequivocal manner to the entrepreneur.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer sends the product back, or he hands it to (a representative of) the entrepreneur. This does not apply if the trader has offered to collect the product. The consumer has the return postage term in any case respected if he returns the product before the period has expired.
3. The consumer shall send back the product with all accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer must bear the direct cost of returning the product. If the trader has not notified the consumer has to bear these costs or if the entrepreneur indicates to bear the costs themselves, the consumer does not have to bear the cost of return.
6. If the consumer withdraws after first having expressly requested that the provision of the service or the supply of gas, water or electricity, they are not put up for sale in a limited volume or certain amount to begin during the withdrawal period, the consumer is the entrepreneur amount payable in proportion to that part of the commitment which is fulfilled by the entrepreneur at the time of withdrawal, compared to the complete fulfillment of the commitment.
7. The consumer shall bear no cost for the performance of services or the supply of water, gas or electricity, they are not put up for sale in a limited volume or quantity, or the supply of district heating, provided that:
 - a. the business to the consumer the information required by law about the right of withdrawal, the allowance has not been provided in case of withdrawal and the model withdrawal form or;
 - b. the consumer does not explicitly the beginning of the implementation of the service or supply of gas, water, electricity or district heating requested during the reflection.
8. The consumer shall bear no cost for the full or partial delivery of digital content not supplied on a tangible medium where:
 - a. he has agreed not prior to its delivery express the start of the fulfillment of the agreement before the end of the cooling-off period;
 - b. he has not acknowledged that he loses his right of withdrawal when giving his consent; or
 - c. the trader has failed to confirm this statement of the consumer.
9. If the consumer exercises his right of withdrawal, any ancillary contracts shall be automatically dissolved.

Article 9 - Obligations of the trader in case of withdrawal

1. If the entrepreneur notification of withdrawal by the consumer possible through electronic means, it sends the message immediately upon receipt of an acknowledgment.
2. The trader shall reimburse any payments from the consumer, including any delivery charges charged by the operator for the returned product, immediately but within 14 days after the day on which the consumer notifies him of the revocation. Unless the trader offers to collect the product, he may wait to return until he has received the product or demonstrates to the consumer that he has returned the product, whichever is the earlier.
3. The entrepreneur used to repay the same card that the consumer, unless the consumer agrees to a different method. The reimbursement is free for the consumer.
4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the trader does not have to repay the additional costs for the more expensive method.

Article 10 - Exclusion of right

The operator may exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, stated:

1. Products or services whose price depends on fluctuations in the financial market over which the trader has no influence and which may occur within the withdrawal period;
2. Contracts concluded at a public auction. Under a public auction means a method of sale where goods, digital content and / or services offered by the trader to the consumer who attends or is given the opportunity to be personally present at the auction, conducted by an auctioneer and where the successful bidder is obliged products, to take digital content and / or services;
3. Service contracts after full implementation of the service, but only if:
 - a. the performance has begun with the express prior consent of the consumer; and

- b. the consumer has declared that he will lose his right of withdrawal once the contract is fully performed entrepreneur;
- 4. Package tours referred to in Article 7: 500 BW and agreements of passengers;
- 5. Service contracts for provision of accommodation, as in the agreement a specific date or period of performance features and other than for residential purpose, transport of goods, car rental services and catering;
- 6. Agreements related to leisure activities, as a specific date or period includes implementation of the Agreement;
- 7. According to the consumer's specifications manufactured products, which are not prefabricated and 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 reasons of protection of health or hygiene to be returned after delivery and whose seal has been broken;
- 10. Products that are inseparably mixed after delivery by their nature with other products;
- 11. Alcoholic beverages, the price is agreed upon conclusion of the contract, the delivery of which can only take place after 30 days and the actual value is dependent on fluctuations in the market on which the entrepreneur's control;
- 12. Sealed audio, video recordings and computer software of which the seal has been broken after delivery;
- 13. Newspapers, periodicals or magazines, except for subscriptions to this;
- 14. The supply of digital content other than on a tangible medium, but only if:
 - a. the performance has begun with the express prior consent of the consumer; and
 - b. consumers stated that he thus loses his right of withdrawal.

Article 11 - The price

- 1. During the period mentioned, the prices of the products and / or services have not increased in the range, except for price changes due to changes in VAT rates.
- 2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. These fluctuations and the fact that any price targets, are at the offer.
- 3. Price increases within 3 months after the conclusion of the contract are only allowed if they result from legislation or regulations.
- 4. Price increases from 3 months after the conclusion of the contract are only allowed if the trader has agreed and:
 - a. they are the result of legislation or regulations; or
 - b. the consumer has the right to terminate the agreement as of the date the increase takes effect.
- 5. The prices in the supply of products or services include VAT.

Article 12 - Compliance Agreement and extended warranty

- 1. The operator guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
- 2. By the trader, its supplier, manufacturer or importer extended warranty limited never the legal rights and claims that consumers can do under the contract against the trader apply if the employer has failed to fulfill its part of the agreement.
- 3. Under additional guarantee means any undertaking by the trader, its supplier, importer or producer which it attributes to the consumer certain rights or claims beyond which it is legally required in case he failed to fulfill his part of the agreement .

Article 13 - Delivery and implementation

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for services.
2. The place of delivery is the address that the consumer made known to the trader.
3. Subject to what is stated in Article 4 of these terms and conditions, the company will accepted orders expeditiously but not later than within 30 days, unless a different delivery period is agreed. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them no later than 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.
4. After dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid refund immediately.
5. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

Article 14 - Extended duration transactions: duration, termination and renewal

Termination:

1. The consumer may contract for an indefinite period, which extends to the regular delivery of products (including electricity) or services, at any time denounce the applicable termination rules and a notice of up to one month.
2. The consumer may contract concluded for a definite period, which extends to the regular delivery of products (including electricity) or services, at any time at the end of the fixed-term, subject to the agreed termination rules and a notice of one month.
3. Consumers can the agreements mentioned in the previous paragraphs:
 - Cancel at any time and not be limited to termination at a particular time or in a given period;
 - At least cancel the same way as they are concluded;
 - Cancel at the same notice as the company has negotiated for itself.

Extension:

4. A contract for a definite period, which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
5. Notwithstanding the preceding paragraph, an agreement is concluded for a definite period, which extends to the regular delivery of daily or weekly newspapers and magazines be tacitly renewed for a fixed period of up to three months if the consumer against this extended Agreement the end of the extension may terminate with notice not exceeding one month.
6. A contract for a definite period, which extends to the regular delivery of products or services may only be extended for an indefinite period if the consumer may at any time terminate with a notice of up to one month. The notice period is up to three months if the agreement extends to the regular, but less than once a month, delivering daily, news and weekly newspapers and magazines.
7. A contract with a limited duration of regular delivery of trial days, news and weekly newspapers and magazines (trial or introductory subscription) will be terminated automatically and not tacitly continued after the trial or introductory.

Duration:

8. If a contract has a duration of more than one year, one year after the consumer may terminate the agreement at any time with a notice of up to one month, unless the reasonableness and fairness against termination before the end of the agreed term move.

Article 15 - Payment

1. Unless otherwise specified in the contract or additional conditions should the amounts owed by the consumer to be paid within 14 days after the start of the cooling period, or in the absence of a cooling-off period within 14 days after the conclusion of the agreement. In case of an agreement to provide a service, this period starts on the day after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, consumers in general conditions may never be obliged to make a prepayment of more than 50%. If payment is agreed, the consumer may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.
3. The consumer has the duty to inaccuracies in data supplied or specified payment immediately to the operator.

4. If the consumer does not fulfill his obligation (s) meets, this, after the entrepreneur has identified the late payment and the entrepreneur consumer has given a term of 14 days in which to comply with its payment obligations, after non-payment within this 14-day period, the outstanding amount of statutory interest and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him charged. These collection costs exceed 15% of outstanding amounts to € 2,500; 10% for the following € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. The entrepreneur can benefit consumers differ from amounts and percentages.

Article 16 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the implementation of the agreement should be made time after the consumer has found the defects, fully and clearly described and submitted to the entrepreneur.
3. The entrepreneur complaints within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, then answered by the operator within the period of 14 days with a notice of receipt and an indication if the consumer can expect a more detailed answer.
4. If the complaint or within a reasonable time or within 3 months after the filing of the complaint can be resolved by mutual agreement creates a dispute that is subject to dispute.

Article 17 - Disputes

1. On agreements between the entrepreneur and the consumer of these terms refer only to Dutch law.

Article 18 - Additional or different terms

Additional or different provisions of these terms may not be to the detriment of consumers and should be recorded in writing or may be such that these by the consumer in an accessible manner stored on a durable medium.