# General Terms and Conditions

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# Article 1. Applicability

1.1. These general terms and conditions ("**General Terms and Conditions**") shall apply to the Service supplied by Startselect B.V., also trading under the business name Startselect ("**Startselect**"), and to any Contract entered into between Startselect and the Client.

1.2. The text of these General Terms and Conditions shall be made available to the Client electronically before the Contract is entered into between the parties. The Client shall also be given the opportunity to save the text of the General Terms and Conditions on a Sustainable Data Carrier in a simple manner, or to print them. If this is not reasonably possible, the Client shall be informed of where he will be able to familiarise himself with the General Terms and Conditions. This shall be done before the Contract is entered into between the parties. When requested by the Client, the General Terms and Conditions shall be sent to him free of charge, whether electronically or by other means.

1.3. These General Terms and Conditions have been filed with the chamber of commerce in Eindhoven, where they are also available for inspection.

1.4. Startselect shall reserve the right to amend these General Terms and Conditions from time to time. Its reasons for doing so shall include the need to ensure that these General Terms and Conditions continue to reflect all relevant legislation and regulations. The amended General Terms and Conditions shall promptly be published on the Platform, where appropriate.

1.5. Should one or more provisions of these General Terms and Conditions be void or voidable, the provision or provisions in question shall lapse and be replaced by a new provision or provisions to be determined by Startselect. This shall be effected in accordance with relevant legislation and with due observance of the purport of the provision or provisions that was or were void or voided.

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1.6. By placing an order, the Client acknowledge that the general terms (of supply) stipulated by a Partner may apply in addition to these General Terms and Conditions. Where appropriate, Startselect shall notify the Client where it can access the general terms (of supply) stipulated by the Partner. In the event of any conflict between these General Terms and Conditions and the additional general terms and conditions stipulated by the Partner, these General Terms and Conditions shall prevail where supply of the Service in accordance with the Buy-Sell model is concerned. The general terms and conditions stipulated by the Partner shall prevail where supply of the Service in accordance with the Agency model is concerned.

## Article 2. Definitions

In these General Terms and Conditions, the stated terms shall have the following meaning:

- **Code(s)**: the digital code(s) presented via the Platform, which code(s) the Client can redeem for a product ('content') or underlying service supplied by the Partner and entitle it to the supply of the said product (content) or underlying service by the Partner.
- **Day**: calendar day.
- **Service**: service provision by Startselect, which shall involve: i) offering, selling and supplying the Code to Clients via the Platform ("the Buy-Sell model"); and ii) offering and supplying the Code to Clients indirectly, on behalf of the Partner, via the Platform ("the Agency model").
- **Sustainable Data Carrier**: any medium that enables the Client or Startselect to save information that is directed at him or it respectively and to do so in a manner that facilitates future consultation or use during a period of time that is appropriate for the purpose for which the information is intended and also unaltered reproduction of the information saved on the Sustainable Data Carrier.
- **Right of Withdrawal**: the possibility for the Client to withdraw from the Contract within a period of 14 (fourteen) Days of the date on which the Contract is entered into, until the time at which the Service is supplied.
- **Client**: a natural person who is not acting in the course of his profession or business, is at least 18 years old and enters into a Contract with Startselect.
- **Contract**: the distance contract entered into between the Client and Startselect in relation to the supply of a Service.
- **Partner**: the natural person or legal entity that is acting in the course of his/its profession or business and is offering the Code for sale via the Platform.
- **Platform**: the environment accessible via the Website and/or (mobile) applications, on which Platform the Service supplied by Startselect is offered to Clients.
- **Website**: the website(s) of Startselect on which the Service is offered, including www.startselect.com and www.onlineprepaidservices.com.

## Article 3. Identity and Customer Support

3.1. The company: Startselect B.V., also trading under the name Startselect. Business address: Hoevenweg 19, 5652 AW Eindhoven, the Netherlands

E-mail address: support.uk@startselect.com
Chamber of commerce number: 52837610
VAT identification number: NL8506.220.74.B.01

3.2. The Client shall be able to contact Customer Support at Startselect as follows with questions and/or remarks:

> • By e-mail: support.uk@startselect.com • By post: Startselect B.V., Hoevenweg
> 19, 5652 AW Eindhoven, The Netherlands

See the Website for the opening hours of Customer Support. Different opening hours apply on public holidays.

## Article 4. The services provided by Startselect

4.1. The Service shall be provided to the Client via the Buy-Sell model or the Agency model. The product information provided about each Code on the Website and/or (mobile) application shall indicate the model on the basis of which supply will be effected. The provisions of these General Terms and Conditions shall apply to both models, except where explicitly determined otherwise.

4.2. Where the Buy-Sell model is concerned, Startselect sells and supplies the Code to the Client directly. The sales contract for the Code shall be entered into between the Client and Startselect.

4.3. Where the Agency model is concerned, Startselect sells and supplies the Code to the Client on behalf of the Partner. The Client acknowledges that the sales contract for the Code shall be entered into between the Client and the Partner and that Startselect is and/or shall not become a party to this sales contract. As regards the sales contract, Startselect only acts as an intermediary, acting for its own account and risk. In this context Startselect reserves the right to charge a separate fee for providing additional services to the Client. Where this is the case, the Client shall be clearly notified of this fact during the order process before entering into the Contract.

4.4 Startselect can offer a "Gift Service". With this Gift Service, the Customer purchases a Code for someone else, a third-party recipient. Startselect sends the purchased Code only to the third recipient. The purchase agreement for the Code is conducted between the Customer and Startselect. However, the Customer does not receive the Code himself.

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## Article 5. The offer

5.1. The offer shall contain a full and precise description of the Codes to which the offer relates. The description of and information pertaining to the Code shall be based on the information that Partners provide.

5.2. The images on the Website and/or (mobile) application shall be a fair reflection of the Code offered. These images are intended solely for the purpose of illustration and recognisability. Obvious mistakes or errors in the offer shall not bind Startselect.

5.3. If a Code has a limited period of validity or is supplied subject to (additional) terms and conditions, this shall be stated explicitly in the offer.

## Article 6. The price

6.1. The Code prices that are stated on the Website and/or (mobile) application shall be applied to the Contract.

6.2. The prices on the Website and/or (mobile) application shall be inclusive of VAT and any other surcharges and additional costs applicable.

6.3. Startselect shall not be bound by a price on the Website and/or (mobile) application if the price in question is an obvious mistake and/or error.

## Article 7. The order process and Contract

7.1. The Client shall be required to create an account before being able to place on order on the Website and/or (mobile) application. To do this, the Client shall be asked to enter his name and an email address on the Website and/or (mobile) application. The Client himself shall be responsible for providing the details required and ensuring that they are correct.

7.2. Startselect shall always reserve the right to refuse the Client or the request submitted by him without being required to state its reasons for doing so.

7.3. The Client shall be required to enter his account details and choose a payment method as part of the order process on the Website and/or (mobile) application.

7.4. By placing an order on the Website and/or (mobile) application, the Client is guaranteeing that:
a. he has reached the age of 18 or has the permission of his parents or legal representative; and
b. he is authorised to enter into the Contract.

7.5. Subject to the provisions of Article 7.6, the Contract shall be concluded when the Client accepts the offer and when compliance has been achieved with the conditions applicable by clicking the order button displayed as part of the order process on the Website and/or (mobile) application.

7.6. Subject to statutory parameters, Startselect shall be able to ascertain whether the Client is in a position to meet the payment obligations arising for him under the Contract. If Startselect has good reason not to enter into the Contract further to its enquiries, it shall be

entitled to refuse an order, giving reasons for its refusal, or to attach special conditions to performance.

## Article 8. Payment

8.1. Given the nature of the Service supplied by Startselect, the Client shall be required to pay the price due in full before being supplied with the Code.

8.2. The Client shall be able to choose between different payment methods when placing an order. The Client shall be notified of the various payment options at the beginning of the order process and before entering into the Contract.

8.3. Startselect shall reserve the right to refuse to supply the Code, without stating reasons for doing so and despite payment on the part of the Client. In this situation, Startselect shall not collect the payment made by the Client or shall refund the payment received.

8.4. If the Contract is terminated or revoked correctly or promptly in accordance with Article 9.1 or Article 10.3, Startselect shall refund the amount that the Client has paid as soon as possible, but always within 14 (fourteen) Days of the Day on which the Client notified Startselect of the termination or revocation.

8.5. Startselect shall use the same means of payment to effect a refund as the one used by the Client, except where the Client agrees to a different means of payment. No costs shall be chargeable to the Client in relation to a refund of this nature.

## Article 9. Right of Withdrawal

9.1. Where a service is to be supplied in accordance with the Buy-Sell model, the Client shall be able to invoke the Right of Withdrawal, whereby 'the time at which the Code is redeemed from the Partner' shall be deemed to be the 'time at which the Service is supplied', as stated in the definition of the Right of Withdrawal.

9.2. Where a service is to be supplied in accordance with the Agency model, the Client shall be able to invoke the Right of Withdrawal, whereby 'the time at which the Code is supplied' shall be deemed to be the 'time at which the Service is supplied', as stated in the definition of the Right of Withdrawal.

9.3. If the Client exercises his Right of Withdrawal, he shall notify Startselect of this fact within the period of time set out in Article 9.1 or 9.2 via the model form for withdrawal appended in Schedule 1, or by other unambiguous means.

9.4. All risk and burden of proof in relation to the correct and prompt exercising of the Right of Withdrawal shall lie with the Client.

# Article 10. Supply

10.1. The Code may be supplied to the Client in two ways: i) via the e-mail address that the Client provides to Startselect and/or ii) by displaying the Code directly on the computer screen of the Client. When the Code is to be displayed on the computer screen, the Client shall also receive an e-mail confirming supply. Startselect shall not be responsible or liable if the Client provides an e-mail address that is not correct.

10.2. Startselect shall supply the Code to the Client immediately, but never later than within one hour of the time at which it receives payment from the Client. However, the supply period shall depend on the means of payment chosen. Payment made with certain means of payment – such as bank transfers, PayPal, Skrill and credit cards – may take one to five working days to process (depending on the bank and payment methods chosen).

10.3. If the Code is not supplied within the period of time referred to in Article 10.2, or if it is not possible to perform all or part of the Contract, Startselect shall notify the Client of this fact 2 (two) Days after the day on which payment is received at the very latest. In this situation, the Client shall be entitled to terminate the Contract free of charge and Startselect shall refund the amount that the Client has paid as soon as possible, but always within 14 (fourteen) Days of the Day on which the Client notified Startselect of the termination.

10.4. Each Code is unique and may only be redeemed from a Partner once. The reproduction, amendment and/or renewed presentation of the Code shall be deemed to be fraud and is not permitted.

10.5. If the Customer has used the Gift Service and has purchased a Code for a third-party recipient, the provisions of Article 8 apply mutatis mutandis, it being understood that the Code is only Send to the third-party recipient and not to the Customer.

# Article 11. Conformity

11.1. If the Code is supplied in accordance with the Buy-Sell model, Startselect shall guarantee that the Code is in compliance with the specifications set out in the offer, the reasonable requirements of reliability and/or suitability and the statutory provisions and/or government regulations applicable on the date on which the Contract is concluded.

11.2. If the Code is supplied in accordance with the Agency model, the general terms and conditions stipulated by the Partner shall apply as regards the conformity of the Code. Where it appears that the Code supplied is not valid, cannot be redeemed or does not work, the Client shall be able to contact Customer Support at Startselect as set out in Article 3 and notwithstanding the provisions of the first sentence of this subclause.

11.3. Startselect shall never be a party to the contract or legal relationship between the Partner and the Client under which the Code is redeemed for a product (content) or underlying service provided by the Partner. Therefore, Startselect cannot be obliged or required to supply the product (content) or the underlying service supplied by the Partner.

11.4. The Client himself shall be responsible for ordering the correct Code. Startselect cannot be held responsible or liable if the Client orders the wrong Code.

## Article 12. Intellectual property

12.1. All intellectual property rights, including, but not limited to trademark rights, trade name rights, copyrights and database rights, in relation to the Service provided by Startselect, including the underlying software and content displayed on the Website and/or (mobile) application, shall be vested in Startselect and/or its licensors (Partners, for example).

12.2. The Client shall respect the intellectual property rights of Startselect and its licensors and shall:

a. not copy, scrape, (hyper/deep) link, publish, promote, sell, integrate, combine or otherwise usethe Service, including the underlying software and/or content shown on the Website and/or (mobile) application;
b. not remove or alter any copyright notices;
c. use the Service in a proper and legitimate manner.

## Article 13. Complaints procedure

13.1. Startselect operates a complaints procedure and shall handle complaints in accordance with this procedure.

13.2. The Client shall be required to submit complaints pertaining to performance of the Contract to Startselect, described in full and clearly, in one of the manners set out in Article 3. The Client shall do so promptly, being as soon as the he has observed the problem in question.

13.3. Customer Support shall address and settle complaints that have been submitted to it as soon as possible (depending on the opening times of Customer Support in relation to the time at which the complaint is received).

13.4 If the Client is a resident of the European Union, it shall also be possible to submit a complaint via the ODR platform of the European Commission. The website for the ODR platform is http://ec.europa.eu/odr.

## Article 14. Applicable law

14.1. Dutch law shall apply to the Contract entered into between Startselect and the Client, to which Contract these General Terms and Conditions apply too. Dutch law shall apply without prejudice to any additional protection applicable pursuant to mandatory legal provisions of the legislation in force in the country in which the Client resides.

14.2. Any disputes relating to or ensuing from offers made by Startselect, or from a Contract, shall be submitted to the district court of East Brabant, except where another court is designated as having jurisdiction by law.

*January 2018*

**Schedule 1:**

**Model form for withdrawal**

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


- To:           Startselect B.V.
                Hoevenweg 19
                5652 AW Eindhoven
                The Netherlands

                E-mail address: support.uk@startselect.com


- I/We* herewith notify you that I/we* are withdrawing from the contract pertaining to purchase of

  the Code: [description of the Code]




- Ordered on [date of on which services were ordered or date of receipt where products are
  concerned]

- [Name of Client(s)]

- [Address of Client(s)]



- [Signature of Client(s)] (only if this form is submitted in paper format)



*\* Delete as appropriate or enter appropriate information.*

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