

TERMS AND CONDITIONS

Last Updates 27.12.2018

1. Agreement Terms

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you) and Lots of Leather BV, doing a business as hcanss, located at Jansdam 2A, Utrecht 3512HB Netherlands (we, us), concerning your access to and use of the hcanss (<http://www.hcanss.nl>) website as well as any related applications(the Site)

The Site provides Online Market Place service. You agree that by accessing the Site and /or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

The supplementary policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.Â

We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and updated will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of this Site represents that you have accepted such changes.Â

We may update or change the Site from time to time to reflect changes to our products, our users' needs and/or our business priorities.

Our site is directed to people residing in EU. The information provided on the Site is not intended for distribution to use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

This site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

Additional policies which also apply to your use of the Site included;

- Our Privacy Notice, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.Â
- Our Cookie Policy, which sets out information about the cookies on the Site.

2. Acceptable Use

2.1 You may not access or use the Site for any purpose other than that for which we make the site and services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.2. As a user of this Site, you agree not to:

- Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users' accounts under false pretenses.
- Circumvent, disable or otherwise interfere with security-related features of the Site
- Including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorised framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Make improper use of our support services, or submit false reports or abuse misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages or using any data mining, robots, or similar data gathering and extraction tools
- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavour or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or any in any way making up part of the Site,
- Attempt to access any portions of the Site that you are restricted from accessing,
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users,
- Delate or copy or other proprietary rights notice from any of the content
- Copy or adopt the Site's software, including but not limited to Flash, PHP, HTML, Java script, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site,
- Use the Site in a manner inconsistent with any applicable laws or regulations

- Threaten users with negative feedback or offering services solely to give positive feedback to users
- Misrepresent experience, skills, or information about a User,
- Falsely implying a relationship with us or another company with whom you do not have a relationship.

3. Information You Provide to Us

3.1 You represent and warrant that:

- (a) all registration information you submit will be true, accurate, current, and complete and relate to you, not a third party;
- (b) you will maintain the accuracy of such information and promptly update such information as necessary;
- (c) You will keep your password confidential and will be responsible for all use of your password and account;
- (d) you have the legal capacity and you agree to comply with these Terms and Conditions and
- (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information (such as an identification code or a user name) and/or password you must promptly notify us at info@hcanss.nl.

3.2. If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

3.3 As part of the functionality of the Site

You may link your account with online accounts you may have with third party service providers (each such account, a Third Party Account) by either

- a. Providing your Third Party Account login information through the Site or
- b. Allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you are entitled to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligation us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.

3.4. By granting us access to any Third Party Accounts, you understand that;

- a. we may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friends lists and
- b. we may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account.

Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Site. Please note that if a Third Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third party service provider, then Social Network Content may no longer be available on and through Site.

You will have the ability to disable the connection between your account on the Site and your Third Party Accounts at any time. Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your agreement(s) with such third party service providers. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. At your email request to info@hcanss.nl or through your account settings (if applicable), we will deactivate the connection between the Site and your Third Party Account and attempt to delete any information stored on our servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

4. Content You Provide to Us

There may be opportunities for you to post content to the Site or send feedbacks to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you and combine your User Content with other content for use within the Site and otherwise. We do not have to attribute your User Content to you.

In posting User Content, including reviews or making contract with other users of the Site you shall comply with our Acceptable Use Policy.

You warrant that any User Content does not comply with our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

We have the right to remove any User Content you put on the Site if, in our opinion such User Content does not comply with the Acceptable Use Policy.

We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values.

If you wish to complain about User Content uploaded by other users please contact us at info@hcanss.nl.

5. Our Content

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software website designs, audio, video, text, photographs, and graphics on the Site (Our Content) are owned or licenced to us, and are protected by copyright and trade mark laws.

5.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licenced, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.

5.3 Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content to which you have properly gained access solely for your personal, non-commercial use.

5.4 You shall not;

- a. Try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site and /or
- b. Make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper of digital copies you may have downloaded.

5.5 The content on this Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of the Site.

5.6 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on is accurate.

6 Link to Third Party Content

6.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party operator. We are not responsible for and do not endorse any third party websites or applications or their availability or content.

6.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any question or complaints in relation to them, you should contact the advertiser.

7 Site Management

7.1 We reserve the right at our sole discretion, to

- a. monitor the Site for breaches of these Terms and Conditions
- b. take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions
- c. refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions
- d. remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems
- e. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

7.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

7.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

8 Modifications to and Availability of The Site

8.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice any time.

8.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Service. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

8.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

9 Disclaimer/Limitation of Liability

9.1 The Site and Services are provided on as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions, all warranties, terms, conditions and undertakings, express or implied (including by state, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content are not liable for any;

- a. Errors or omissions in content
- b. Any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server
- c. Any interruption or cessation of transmission to or from the site or services and/or
- d. Any bugs, viruses, trojan horses, or like which may be transmitted to or through the site by any third party.

We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

9.2 Our responsibility for loss or damage suffered by you;

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. So this includes liability for death or personal injury caused by our negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using this Site/Services.
- Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability section, our liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to a total aggregate amount equal to the greater of (a) the sum of € 5.000 or (b) the amount paid, if any by you to us for the services/Site during the six (6) month period prior to any cause of action arising.

If you are a consumer user:

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss or business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will wither repair the damage or pay you compensation.

- You have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

10. Term and Termination

10.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at info@hcanss.nl.

10.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

10.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

11. General

11.1 Visiting the Site, sending us emails

And completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records or transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

11.2. These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Service constitute the entire agreement and understanding between you and us.

11.3 Our failure to exercise to enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right provision.

11.4 We may assign any or all of our rights and obligations to others at any time.

11.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

11.6 If any provision part of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

11.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

11.8 For Consumers Only - Please note that these Terms and Conditions, their subject matter and their formation, are governed by Dutch Law. If you have any complaint or wish to raise a dispute under these Terms and Conditions or otherwise in relation to the Site please follow this link <http://ec.europa.eu/odr>

11.9 A person who is not a party to these Terms and Conditions shall have no right under the contracts (Rights and Third Parties) act 1999 to enforce any term of these Terms and Conditions.

11.10 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by e mail at info@hcanss.nl.

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