

## TERMS AND CONDITIONS

### **ARTICLE 1 – DEFINITIONS**

For the purposes of this Agreement, the below-mentioned terms shall have the following meanings and/or interpretations:

- a. “Consideration time” – The time period in which the consumer/ user is expected to execute his/her right of withdrawal.
- b. “Consumer” / “User” – A natural person who is not affiliated with the company or any profession merely having a distant business arrangement with the entrepreneur.
- c. “Day” – A calendar day.
- d. “Length transaction” – Such distant business arrangement in relation to products and/or services comprising of delivery obligations, payments and purchases channeled over a significant time period.
- e. “Durable medium” – Material medium to enable the recipient and/or entrepreneur to store personal information addressed personally for a specific time period thereby permitting alteration and/or amendment in the said personal information.
- f. “Right of Withdrawal” – Right reserved with the consumer/ user to terminate their distant business arrangement.
- g. “Entrepreneur” – Natural Person and a corporation offering distance products to its users/ consumers.
- h. “Distance Agreement” – An agreement based out of an understanding related to sales of the products and/or services inclusive of closing the agreement by way of relevant communication.
- i. “Technique of distant communication” – Closing of an agreement and a business arrangement without requiring and/or necessitating the consumer/user and entrepreneur to be physically present at the same place at the same time.

### **ARTICLE 2- OFFER**

- 2.1 Any offer made by the Company and/or Entrepreneur shall have a reasonable validity for approval, however, if there is a strict limited validity on any offer, it shall be specifically mentioned.

- 2.2 An offer made comprises of clear specifications, accurate description of the products and/or services. Such description is made to ensure proper assessment on part of the consumer. It also consists of relevant images related to the product and/or services.
- 2.3 Any technical mistake in the offer beyond the control of Company and/or entrepreneur does not bind them with it.
- 2.4 A detailed list of consumer/ user's rights and obligations is also laid out in the said offer. The same may be inclusive of but not limited to the following:
  - 2.4.1 Relevant costs inclusive of the taxes.
  - 2.4.2 Probable costs of delivery.
  - 2.4.3 Manner of conclusion of the Agreement along with required signatures
  - 2.4.4 Pre-requisites and/or conditions to apply for right to withdrawal.
  - 2.4.5 Mode of payment, delivery and performance of the Agreement.
  - 2.4.6 Minimum time period for acceptance of offer.
  - 2.4.7 Minimum level of costs for the communication provided rate calculation is done other than regular fare.
  - 2.4.8 Whether the agreement will be archived and consultation procedure with the Consumer/ User.
  - 2.4.9 Restoration of necessary information by the Consumer/ User.
  - 2.4.10 Minimum duration of distance agreement in length of transaction.
  - 2.4.11 Languages of the Agreement including Dutch.
  - 2.4.12 Code of conduct subjected to the entrepreneur and manner of consultation.

### **ARTICLE 3- BASIS OF AGREEMENT**

- 3.1 Upon acceptance of the above offer, the Agreement is subject to finality and execution.
- 3.2 If the same is approved of electronically, the Entrepreneur shall immediately conform the receipt of the same. Any delay in doing so shall vest the Consumer with the right to terminate the Agreement. Appropriate technical and organizational measures shall be undertaken to ensure significant data protection and Entrepreneur bounds to observe necessary security measures.
- 3.3 The Entrepreneur must also take all diligent and reasonable efforts to ensure that the Consumer is capable of making payments, verified background information and credit score. If in the research, they find any loophole or barrier to approval of the Agreement, they are vested with the right to reject the same.
- 3.4 The Entrepreneur shall lay the following information with the products and/or services in a manner accessible to the Consumer at all times:
  - a. The address of the company for the consumer to file complaints.
  - b. The conditions and procedure for the consumer to execute the right of withdrawal with a clear indication to the exclusion of the right of withdrawal.

- c. Information about after sales guarantees and services.
- d. Article 2.4 unless the entrepreneur has already sent this information before the execution of the agreement.
- e. The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it is executed for an indefinite time period.

#### **ARTICLE 4- PAYMENTS**

- 4.1 Every payment shall be successfully made by the Consumer within a period of seven days subsequent to the cooling-off period as laid in Article 8 of the underlined document.
- 4.2 A pre-payment of more than fifty per cent of the total amount shall never be regarded. If a consumer makes a pre-payment of a specific portion out of the total, they shall have no right to assert or force the execution of the order and/or services before making stipulated payment.
- 4.3 In any circumstance of default by reasons whatsoever, the entrepreneur reserves its rights to charge any reasonable and justified additional costs made known to the Consumer in advance.

#### **ARTICLE 5- TERM, TERMINATION AND RENEWAL**

- 5.1 The Agreements are made for a period of one year on a usual basis, however, may or may not be extended beyond it with relevant notice. If the Agreement is already executed for a period more than one year, the Consumer shall provide with a written notice of one month in accordance with reasonability, justice and fairness.
- 5.2 The Consumer is vested with the right to terminate an agreement executed for an indefinite period subject to regular delivery of products and/or services (inclusive of electricity) by serving a notice of not more than one month. On the other hand, in cases of agreement being executed for a definite period shall be laid with a written notice of up to one month with applicable rules of the said document.
- 5.3 Precisely, a Consumer can terminate the Agreement in the following circumstances:
  - a. Any time with no restriction to terminate at a certain time or a period;
  - b. Terminate in the exact manner as entered into by them;
  - c. At all times terminate with the notice as procured by the entrepreneur.
- 5.4 Any Agreement executed for a definite period may be extended and automatically renewed for a fixed duration of three months subject to right of withdrawal vested with the Consumer/ User to exercise at the end of extension period by serving a notice of one month. Moreover, any agreement executed for a definite period with a regular delivery of daily newspaper, weeklies and magazines shall not be automatically renewed rather be automatically terminated at the end of trial and/or introductory period.

## **ARTICLE 6- PRICING ANALYTICS**

- 6.1 Price of any offered product and/or service shall not be altered subject to price changes due to the evolving VAT rates.
- 6.2 Only those products and/or services can be offered a variable price range which are subjected to fluctuations in accordance with the financial market having no influence on the entrepreneur.
- 6.3 Any price increase within three months of product offer is only permitted when aligned with the amended legal regulation and/or provision.
- 6.4 Any price increase subsequent to three months shall be stipulated only on the happening of the following events:
  - a. Subject to the result of legal regulations and/or provisions.
  - b. Consumer possessing the competency to terminate the Agreement from the day of price increment taking effect.

## **ARTICLE 7- DELIVERY, EXECUTION AND GUARANTEE**

- 7.1 The Entrepreneur exercises utmost care, diligence and precaution whilst ensuring reception of the products and/or services during assessing and delivery.
- 7.2 The address mentioned by the Consumer shall be recognized as the delivery place for the orders so made.
- 7.3 All orders will be executed expeditiously within a period of thirty days except when a longer delivery period is entertained. If there occurs any delay in delivery on part of the Entrepreneur, prompt notification will be provided to the Consumer within the first thirty days of placing the order wherein the latter shall be vested with the right to terminate the Agreement without any additional costs. All refunds will be initiated in the said situation.
- 7.4 If it ever gets impossible to deliver the product for reasons whatsoever, the Entrepreneur will undertake all necessary steps to offer a replacement product. It is pertinent to mention that the right of withdrawal shall not be ruled out in relation to the replacement products and any return shipments and costs thereto shall be borne by the Entrepreneur.
- 7.5 Any receipt of damaged or defective product shall be addressed by the Consumer through email within a period of three days.
- 7.6 It is also assured by way of this clause that the product passes through severe and descriptive quality checks ensuring the specifications are met, soundness and usefulness of the product is considered. If possible, the Entrepreneur also has to mention whether the

product is suitable for uses other than the normal use. Such guarantee does not alter or make the rights and obligations of the consumer any less.

## **ARTICLE 8- RIGHT OF WITHDRAWAL**

- 8.1 The Consumer/ User is vested with the right to withdraw from the Agreement within fourteen calendar days by providing no explanation in the same. Upon the conclusion of the fourteen day period, the Consumer or a third-party acquired by you shall be considered to be in possession of the goods.
- 8.2 The following details are needed in order for you to exercise the right of withdrawal:
- a. Name
  - b. Full Address
  - c. Telephone Number/ Fax Number
  - d. Email Address
- 8.3 The Consumer may use the template of the withdrawal form below or can electronically submit the same via email at [support@dynamicpaymentservices.co.uk](mailto:support@dynamicpaymentservices.co.uk) If submitted electronically, consumer will be informed about the receipt immediately. For compliance with the said period, consumer must express their intention before the expiry of the said period.
- 8.4 The below-mentioned consequences are to be abided by in the event of withdrawal:
- a. Refund of all payments received inclusive of delivery costs without any undue delay.
  - b. Refund shall be made in the same mode of payment as it was received by the Company.
  - c. Refund processing may be withheld if the goods are not received or until any significant proof of return has been received.
  - d. The goods must be returned by the Consumer or delivered directly to the address provided from the email [support@dynamicpaymentservices.co.uk](mailto:support@dynamicpaymentservices.co.uk). Such delivery must be made within fourteen calendar days from the date of notification to withdraw the same.
- 8.5 No additional costs are to be incurred in case of executing right of withdrawal. However, if the Consumer has made sufficient payment, the refund will be processed as soon as possible or no later than fourteen days after return.
- 8.6 The Entrepreneur is vested with the right to exclude the right of withdrawal in the following nature of products:
- a. Products specially curated as per customer's specifications.
  - b. Products personal in nature.

- c. Cannot be returned because of nature.
- d. Products that can be spoiled or aged easily.
- e. Subject to price fluctuation on the financial market.
- f. Individual newspapers and magazines.
- g. For all products for which cannot be established that it concerns the original product that was delivered by [www.dynamicpaymentservices.co.uk](http://www.dynamicpaymentservices.co.uk)

## **ARTICLE 9- CORPORATE IDENTITY**

The Company operates under the seal and corporate identification as 'Dynamic Payment Services Limited. The Company also persists to have its helpdesk support operable full-time having email address as [support@dynamicpaymentservices.co.uk](mailto:support@dynamicpaymentservices.co.uk).

## **ARTICLE 10- COMPLAINT MANAGEMENT**

- 10.1 Any grievance and/or complaint relating to the distance agreement must be addressed by the Consumer and/or User within a reasonable time period affixing sufficient evidence supporting the matter.
- 10.2 Any complaint so made will be responded to within a period of 14 days from the day of receipt of the same. Under any circumstance, if the complaint requires additional time to be addressed, the Company shall be obligated to mail an acknowledgment email within the 14 day period indicating about the situation and probable time by when they will have an answer.
- 10.3 If a complaint after proper redressal is unable to be managed and procured through mutual agreement, such dispute shall persist and be subject to the dispute resolution clause mentioned herein.

## **ARTICLE 11- DISPUTE RESOLUTION**

Any disputes arising in connection with this Agreement may or may not be referred to arbitration led by a sole arbitrator to be appointed by the Parties. This Agreement shall be governed in accordance with the laws of Spain and shall be subject to the jurisdiction of the courts at Spain.

## **ARTICLE 12- APPLICABILITY**

- 12.1 The terms and conditions underlined herein apply to every offer on part of the Company and to every finalized and fulfilled business arrangement between entrepreneur and consumer/ user.
- 12.2 Before finalizing and concluding the agreement and business arrangement, necessary steps shall be taken to the make the above terms and conditions available to the consumer/ user. If under any circumstance, it is not reasonable to make it available promptly, the Company shall take due steps to deliver it to the consumer/ user without any additional charges.

- 12.3 Whenever such agreement is executed and implemented electronically, the underlined terms and conditions shall be easily made available electronically by way of mail or message. If any discrepancy arises in this regard, with all due care, it shall be shared with the consumer/ user physically without additional costs.
- 12.4 The Consumer and/or User also reserves its right to make an appeal in any dissatisfaction by choosing the most favourable terms herein.

### **ARTICLE 13- MISCELLANEOUS PROVISIONS**

- 13.1 Counterparts: This Agreement may be executed in two originals, one shall be kept with the Client and the other copy, with Content Provider.
- 13.2 Assignment: This Agreement is personal to the Parties and neither Party shall assign or otherwise transfer any of its interests, rights and obligations hereunder to any third party.
- 13.3 Entire Agreement: This Agreement with all its annexure/ addendums shall constitute the entire agreement between the Parties as to the subject matter hereof and it cancels and replaces any prior oral or writer agreement/ document on the same subject.
- 13.4 Waiver: Unless expressly provided to the contrary herein, failure or delay of any party to enforce the provisions of this Agreement or assert any rights hereunder shall in no way be construed as a waiver of such provision(s) or rights and shall not affect the right of the such party to enforce each and every provision of this Agreement in accordance with its terms.
- 13.5 Remedies under this Agreement: Each party hereto agree that any remedy or right conferred upon either party for breach hereof shall be in addition to and without prejudice to all other rights and remedies available to it, whether under law or otherwise.
- 13.6 Severability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.