

## GENERAL TERMS AND CONDITIONS STARSELECT VERSION 11 October 2021

These general terms and conditions apply to the agreement between Startselect and you as a customer. Startselect is a trade name of the company Startselect B.V. This company is located at Hoevenweg 19 in Eindhoven (the Netherlands) and is registered with the Chamber of Commerce under number 52837610.

### CONTENT LIST

|                   |   |
|-------------------|---|
| <u>Article 1</u>  | <u>Definitions</u>                      |
| <u>Article 2</u>  | <u>The General Terms and Conditions</u> |
| <u>Article 3</u>  | <u>Startselect Service Supply</u>       |
| <u>Article 4</u>  | <u>The offer and the price</u>          |
| <u>Article 5</u>  | <u>Order process and Agreement</u>      |
| <u>Article 6</u>  | <u>Payment</u>                          |
| <u>Article 7</u>  | <u>Right of cancellation</u>            |
| <u>Article 8</u>  | <u>Delivery of the Code</u>             |
| <u>Article 9</u>  | <u>Conformity</u>                       |
| <u>Article 10</u> | <u>Complaints procedure</u>             |
| <u>Article 11</u> | <u>Identity and customer service</u>    |
| <u>Article 12</u> | <u>Applicable law</u>                   |

## 1. DEFINITIONS

1.1 In these General Terms and Conditions, the following terms have the following meanings:

- (a) **General Terms and Conditions:** the current conditions.
- (b) **Code(s):** the digital code(s) offered by Startselect through the Platform which can be redeemed by the Customer and which give entitlement to the delivery of a product (the 'content') or underlying service of the Partner.
- (c) **Service:** Startselect's service which may include: offering, selling and delivering the Code to Customers through the Platform ("Buy-Sell model).
- (d) **Right of Cancellation:** the legal right of the Customer to dissolve the Agreement.
- (e) **Customer:** the private person who is not acting in the course of a profession or business, who is at least 18 years of age and enters into an Agreement with Startselect.
- (f) **Agreement:** the agreement between the Customer and Startselect regarding the supply of the Service.
- (g) **Partner:** the party where the Customer can redeem the purchased Code(s) in exchange for specific products and/or services.
- (h) **Platform:** any Startselect website and/or mobile application on which the Service is offered.

## 2. THE GENERAL TERMS AND CONDITIONS

2.1 Before the Agreement is concluded, the content of these General Terms and Conditions will be made available to the Customer electronically. At that moment, the Customer is offered the opportunity to simply store or print the content of the General Terms and Conditions on a

durable data carrier. These General Terms and Conditions apply to every Agreement between Startselect and the Customer that has been reached via the Platform.

- 2.2 By placing an order, the Customer acknowledges that, in addition to these General Terms and Conditions, the Partner's general terms and conditions may also apply. In such case, Startselect will inform the Customer of the applicability and location of the Partner's general terms and conditions.

### **3. STARTSELECT SERVICE SUPPLY**

- 3.1 The Service is provided to the Customer via the "Buy-Sell model". The provisions of these General Terms and Conditions apply to both models unless explicitly stated otherwise.

- 3.2 The "Buy-Sell model" means that Startselect sells and delivers the Code directly to the Customer. The purchase agreement of the Code is established between the Customer and Startselect.

- 3.3 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.

### **4. THE OFFER AND THE PRICE**

- 4.1 The offer contains a complete and accurate description of the offered Codes. The description and information about the Code are based on the information provided by the Partners.

- 4.2 The prices on the Platform are inclusive of VAT and any other taxes and additional charges.

- 4.3 The images displayed on the Platform are a true representation of the offered Code. These images are for illustration and identification purposes only. Obvious mistakes or errors in the offer, including but not limited to the price, do not legally bind Startselect.

- 4.4 If a Code has a limited period of validity or is subject to (additional) conditions, this will be explicitly stated in the offer.

### **5. ORDER PROCESS AND AGREEMENT**

- 5.1 Before an order can be placed via the Platform, the Customer is given the opportunity to create an account. In order to do so, the Customer is asked to enter certain information and to choose a password. The Customer is responsible for providing the correct data and for keeping the account protected from unauthorized access.

- 5.2 By placing an order via the Platform, the Customer guarantees that:

- (a) he or she has reached the age of 18 or has the permission of the parents or legal representatives; and
- (b) he or she is authorised to enter the Agreement.

5.3 The Agreement is established at the moment of acceptance by the Customer of the offer and compliance with the conditions set by clicking on the order button in the ordering process on the Platform.

## **6. PAYMENT**

6.1 The Customer can choose different payment methods when ordering. At the beginning of the ordering process and before the conclusion of the Agreement, the various payment methods will be shown to the Customer.

6.2 Given the type of Service provided by Startselect, full payment of the price by the Customer is required before the Code is provided.

6.3 In some cases, Startselect carries out a credit check to avoid any fraud. In the event of a negative outcome of the check, Startselect reserves the right to refuse delivery of the Code despite any payment received from the Customer.

6.4 In the event of a correct and timely dissolution of the Agreement in accordance with Article 7 or Article 8.3, Startselect shall reimburse the amount paid by the Customer as soon as possible, but no later than 14 calendar days following the day on which the Customer has notified Startselect of the dissolution.

6.5 Startselect will use the same method of payment for reimbursement as the Customer has used, unless the Customer expressly agrees to a different method. This refund is free of charge for the Customer.

## **7. RIGHT OF CANCELLATION**

7.1 In cases where the Customer has a Right of Cancellation, the Customer will have the right to dissolve the Agreement during the applicable reconsideration period as referred to in article 7.2, without having to give reasons.

7.2 The reconsideration period expires 14 calendar days after the day that the Agreement between the Customer and Startselect is established, after which the Right of Cancellation expires. However, the Right of Cancellation may also expire during the reconsideration period, i.e. at the time that Startselect has fully performed the Service. In that case, the Right of Cancellation will only expire if the Customer has expressly consented to the performance of the Service in advance and has acknowledged that he will lose his right of Cancellation at the time that the Service is fully performed. The moment at which the Service is considered to have been fully performed, is when the Customer redeems the Code with the Partner.

7.3 If the Customer makes use of the Right of Cancellation, he shall notify Startselect of this within the reconsideration period by means of the model cancellation form, as set out in Appendix 1, or in another unmistakable manner.

7.4 The risk and evidence for the correct and timely exercise of the Right of Cancellation lies with the Customer.

## **8. DELIVERY OF THE CODE**

8.1 The Code can be delivered in two ways, i) via the e-mail address that the Customer has provided to Startselect, and/or ii) via the direct display of the Code on the Customer's (computer) screen. When displaying the Code on the (computer) screen, the Customer will also receive an e-mail confirming delivery. Startselect is not responsible or liable for any damage resulting from the provision of an incorrect e-mail address by the Customer.

8.2 Startselect shall deliver the Code to the Customer immediately, but within 1 hour after receipt of payment from the Customer. However, the term of delivery depends on the chosen method of payment. Payment by certain methods - such as bank transfers, PayPal, Skrill and credit

card - can take between 1 and 5 working days to process (depending on the bank and the chosen payment methods).

- 8.3 If the Code is not delivered within the time limit set out in Article 8.2, or if the Agreement cannot or can only partially be performed, the Customer will be notified of this by Startselect no later than 2 (two) calendar days after receipt of the payment. In such case, the Customer has the right to dissolve the Agreement free of charge and Startselect reimburses the amount paid by the Customer as soon as possible, but at the latest within 14 calendar days following the day on which the Customer has notified Startselect of the dissolution.
- 8.4 Each Code is unique and can only be redeemed once with a Partner. Reproduction, modification and/or resubmission of the Code is considered fraudulent and is not permitted.
- 8.5 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 sent to the third-party recipient and not to the Customer.

## 9. CONFORMITY

- 9.1 Startselect guarantees that the Code complies with the specifications stated in the offer, with the reasonable requirements of reliability and/or usability and with the legal provisions and/or government regulations that existed on the date on which the Agreement was established. Without prejudice to the above, if, after delivery of the Code, it appears that the Code is not valid, cannot be redeemed or does not work, the Customer may contact Startselect's customer service in one of the methods described in article 11.
- 9.2 Startselect is never a party to the agreement or legal relationship between Partner and Customer whereby the Code is redeemed for a product or underlying service of the Partner. Startselect can therefore not be held responsible and be obliged to supply the product or the underlying service of the Partner.
- 9.3 The Customer is responsible for ordering the correct Code. Startselect cannot be held responsible or liable for the Customer ordering the wrong Code.

## 10. COMPLAINTS PROCEDURE

- 10.1 Startselect has a complaints procedure and handles the complaint accordingly.
- 10.2 Submitted complaints will be dealt with by the customer service as soon as possible. The Customer can expect that the customer service gives a substantive response feedback as soon as possible, but no later than 14 calendar days after receipt of the complaint.
- 10.3 If submitting a complaint to Startselect does not lead to a solution, any Customer who is based in the European Union can also submit the complaint via the ODR platform of the European Commission. This ODR platform can be found on <https://ec.europa.eu/odr>.

## 11. IDENTITY AND CUSTOMER SERVICE

- 11.1 The company: Startselect B.V., acting under the name of Startselect.  
Business Address: Hoevenweg 19, 5652 AW Eindhoven, The Netherlands  
E-mail address: [support.nl@startselect.com](mailto:support.nl@startselect.com)  
Chamber of Commerce number: 52837610
- 11.2 With questions and/or remarks, the Customer can reach Startselect's customer service in the following ways.
- Via e-mail: [support@startselect.com](mailto:support@startselect.com)  
Via post: Startselect B.V., Hoevenweg 19, 5652 AW Eindhoven, The Netherlands

11.3 Customer service availability times are listed on the Platform. On public holidays, there are adjusted availability times.

## **12. APPLICABLE LAW**

12.1 The Agreement between Startselect and the Customer to which these General Terms and Conditions relate is governed by Dutch law, without prejudice to any additional protection based on mandatory provisions of the law of the Customer's country.

12.2 All disputes relating to or arising from offers from Startselect or from an Agreement shall be submitted to the District Court of Oost-Brabant, unless the law expressly designates another court as authorised to do so.

## APPENDIX 1

### 1. MODEL CANCELLATION FORM

(Please complete and return this form only if you wish to cancel the Agreement)

To: Startselect B.V.

Hoevenweg 19

5652AW Eindhoven, The Netherlands

e-mail address: support@startselect.com

I/We\* hereby notify you that I/We\* want to cancel the agreement concerning the purchase of the Code:

[description of the Code].

Ordered on [date of order for services or receipt for products]

[Customer(s) Name]

[Customer(s) Address]

[Customer(s) Signature] (only if this form is submitted on paper)

\* Please remove as appropriate or fill in as appropriate.