

TERMS OF SERVICE & DELIVERY OF EVERDESK

Last modified: 30 September 2020

OVERVIEW

This website is operated by Papprika Productions doing business as EverDesk. Throughout the site, the terms “we”, “us” and “our” refer to Papprika Productions. Papprika Productions offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our website and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following general terms and conditions of Service and Delivery (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully when using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new products or services which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. The version of the Terms that will apply to your order will be those available or referred to on the Platform at the time you place your order.

Our store is hosted on Webflow Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

Only individuals of legal age, who are not under guardianship, and are not acting in capacity as a company, with a physical address the EU, can place orders and use the Platform.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks secured by Stripe.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - PRODUCT(S) and SERVICES

Our product(s) have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

SECTION 4 - MODIFICATIONS TO THE PRODUCT(S), SERVICE AND PRICES

Prices for our product(s) are subject to change without notice. The prices displayed at the platform include shipping fees within the EU.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. All prices are in Euro (€) and include VAT, customs duties and other taxes and duties.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Reservation is made for any printing errors in text and/or prices.

We reserves the right to change prices due to material changes in freight and similar charges.

We reserve the right without further notice to make changes to agreed product specifications if this can be done without material disadvantages to the customer.

SECTION 5 - ORDERING

You can order via the website. Please see under 'Delivery' section for further information.

Once you have placed your order, you will receive an email confirmation including payment information. If for any reason we are unable to fulfil your order, we will let you know at the earliest convenience.

After the email confirmation, you will receive an email with shipping confirmation.

SECTION 6 - DELIVERY

We will endeavour to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 8 to 10 working days following confirmation of an order unless otherwise indicated in the delivery details of the applicable product. Though we aim to deliver within the communicated time frame, delivery may take longer due to unexpected events. In the unlikely event the delivery time exceeds 30 days, you may cancel your order.

Before you place your order, you will be informed of the expected delivery details. Once you have placed your order you will receive an email confirmation with your expected delivery details.

If your order does not arrive by the scheduled date, please contact us for further information.

SECTION 7 - RETURNS

Subject to the Terms, we guarantees a full refund for any returned items, provided that all items are returned in the same condition as they were when you received them.

You have 30 days after receipt to return an item unless it's damaged or noticeably used.

We offer free returns from the EU. If you live outside these countries, you are responsible for the associated return shipping charges.

All returned items must be unaltered, packaged properly and, to the extent possible, in original packaging, including all parts the item came with.

Once we receive it, we will inspect your returned item. If it is in good condition, we will issue any appropriate credit and/or refund, the latter through the same payment method used to make the purchase. We only accept returns if the product is unaltered, packaged properly and in original packaging.

SECTION 8 - WITHDRAWAL OF ORDER

You may cancel and return your order from the date you place the order until 30 days after receipt of the ordered items. Returns need to follow the return process described in the return section. Read more about returns in Section 7.

If you wish to cancel your order, please provide us with a cancellation notice in writing via email to contact@everdesk.eu, before you receive the shipping confirmation. Upon receiving the cancellation notice in due time, we will provide a refund through the same payment method used to make the purchase as soon as possible.

SECTION 9 - DEFECTS AND RIGHT TO COMPLAIN

In the event of an error in any product(s) or services displayed through the Platform (including typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability), we reserve the right to cancel any order prior to the time it is delivered to you.

Upon delivery, the customer must immediately conduct such examination of the product that is required by proper use.

If the item you have received is defective, and the customer wants to claim such defect, the customer must immediately after the defect is or should be discovered give written notice thereof and indicate the defect to us. If the customer is aware or should be aware a defect, but not provided notice hereof promptly and ultimate within 10 working days after receipt, the customer cannot claim the defect and can no longer claim for defects in the delivery.

Any defect products must be returned in accordance with Section 7 (returns). We will cover costs of delivery and return.

We must always be allowed a reasonable time limit for correct performance. If correction and/or replacement do not take place within reasonable time, the customer is entitled to terminate the agreement, and request a refund of the purchase price, in whole or in part. Proportionate reduction in prices is only granted in case of material defects which we have chosen not to correct and/or replace. Upon proper correction and/or replacement, the customer cannot make claim for other remedies because of default.

Change, use other than normal and customary use, repairs by customer or third party, or intervention otherwise of the sold product without our written consent exempts us for any obligations.

SECTION 10 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 11 - PAYMENT AND PAYMENT METHOD

When you make a purchase through the website, you authorize us or our third party payment processor Stripe to charge your payment method for any such purchases (plus any applicable taxes and other charges) that may be accrued by or in connection with your purchase.

You are sole responsible for the timely payment of all amounts due and for providing a valid method of payment.

Payment must be made by the customer no later than the date specified as the last legitimate payment day on the invoice and otherwise in accordance with the payment terms appearing from the invoice. Subject to applicable law, we reserve the right to title to the products until payment has been made in full. The customer is not entitled to use the product until payment has been made in full. We are further entitled to suspend any other work for the customer if the customer fails to pay on time.

If payment occurs after the due date of the invoice, We are eligible to add 1% interest per month of the remaining unpaid amount calculated from the due date.

Other

You are obliged to submit a correct email address, a correct shipping address and telephone number when you place your order. You are also obliged to inform us should any of this information change. Please note that we reserve the right to send payment requests to your email address. You will receive the legally required invoice in the shipping confirmation email.

SECTION 12 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of products, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 13 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 14 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 15 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 16 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to suspend or terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 17 - OUR LIABILITY

Nothing in these Terms shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

We do not seek to exclude liability for fraudulent misrepresentation by us or our employees. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach.

Paprika Production is solely responsible for any loss that the customer may suffer as a direct result of Paprika Production's documented non-compliance with the provisions of these Terms or neglect in the delivery of products or services. We are not responsible for any indirect, consequential or operating losses, for example loss of profits or loss of opportunity.

We are not responsible for failure to deliver the products or to meet any of our other obligations under these Terms where such failure is due to a force majeure event that is beyond our reasonable control – for example due to labour dispute, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity, IT crashes, missing or delayed deliveries from subcontractors due to any of the circumstances mentioned in this paragraph – and they prevent our performance or our make performance unreasonably burdensome.

To the widest extent possible under applicable law, our maximum liability to you for any loss or damage arising in connection with your order on the Platform shall be limited to the total price of your order.

SECTION 18 - GUARANTEE

If there are defects in the products you have purchased, Paprika Productions abides by all applicable statutory guarantee regulations.

If you have a complaint regarding obvious material or manufacturing faults in products that we have supplied, including damage incurred in transit, please let us know.

The guarantee for defects in the products sold and delivered by Paprika Productions, but only in case of normal and customary use, is limited to 2 year after the delivery of the product.

SECTION 19 - TERMINATION

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate the Services at any time without notice and you will remain liable for all amounts due up to and including the date of termination.

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 21 - OWNERSHIP OF RIGHTS

All intellectual property rights, including trademarks and copyrights, to Papprika Productions, the website and the services and products available thereon, remain exclusively with Papprika Productions and its subsidiaries or licensors with all rights reserved.

Any use of the website or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the explicit written permission of Papprika Productions.

SECTION 22 - SEVERANCE

If any part of these Terms is deemed invalid or void by competent court or regulator, or for any other reason become unenforceable or is in conflict with applicable law, such part will be deemed severable and will not affect the validity and enforceability of the remaining part of the Terms which shall continue to apply.

SECTION 23 - GOVERNING LAW

These Terms of Service and any separate agreements in relation to our Services and Delivery is subject to the Dutch Law.

SECTION 24 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 25 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@everdesk.eu.

Papprika Productions

Konijnenlaan 53

Wassenaar

2243 EP

Netherlands