

Terms and conditions

(version 05-2012)

Laurganic

Acceptance of Terms

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By using the laurganiq.biz site, **YOU AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND CONDITIONS.** If you do not agree with these terms and conditions leave this website immediately or contact a Laurganic member of staff.

These terms and conditions apply to all services and products of the company Laurganic (from now on referred to as 'the company') situated at the Sonsbeekweg 16-3 Arnhem in the Netherlands registered at the Chamber of Commerce 'oost Nederland' under number 09215820.

By 'you' these terms refer to the actual or legal person or entity who uses the website laurganiq.biz or any other services or products by the company or engages in any kind of contract or agreement with the company. 'Contract' or 'agreement' refers to any mutually enforced binding agreement either in written form, spoken form or digital form, which includes but is not limited to, email. By using this websites you have enforced a binding agreement with the company and by allowing you access to the website laurganiq.biz the company has accepted to engage in this agreement with you, which is binded by these terms and conditions.

'Site' or 'website' means the website laurganiq.biz and the underlying or build-in infrastructural and communication technology.

YOU AGREE THAT BY USING THIS WEBSITE OR ANY OTHER SERVICE OF THE COMPANY

YOU STATE THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

YOU AGREE THAT NO OTHER TERMS AND/OR CONDITIONS ARE APPLICABLE to any contract or agreement between you and the company including any terms and conditions by you or the legal entity you represent. These terms can only be amended by an **explicit and written statement** authenticated by a legal representative of the company.

Indemnity

You agree to indemnify, defend and hold harmless, the company, its affiliates, consultants, directors, employees, and representatives **from any and all third party claims, losses, liability, damages and/or costs (including reasonable attorney fees and costs)** arising from your access to or use of the websites and services of the company, your violation of these Terms or your infringement of any Intellectual Property or other right of any person or entity.

Warranty

You acknowledge that the accuracy of the information given on this website and the functioning of this website can contain errors which are beyond the control of the company. This website can be unavailable or suffer service interruptions. The company does not claim it can resolve such problems to your satisfaction. **You agree that the risk of using this website or any of the services or products of the company is entirely with you.**

The company, its directors, employees and/or representatives are not responsible for any loss or damage caused by any third party which includes but is not limited to, any damage to any software or equipment or loss or spoiling of any data or any financial losses or damage in reputation resulting from any defect, deficiency or error in any part of this website

or for any failure or interruption of the network service or the underlying communication technology which is beyond the control of the company. The company does not endorse and is not liable for any of the content of third party websites linked to this website. You agree that any use of such links is entirely at your own risk.

Limited Liability

You understand and agree that the company is never responsible for any loss exceeding the replacement value of the product or service which is subject to the contract or agreement the company explicitly committed itself to.

NO ADVISE OR INFORMATION, WHETHER IN WORD OR ANY WRITTEN FORM, OBTAINED BY YOU FROM THE COMPANY ITS DIRECTORS OR ANY EMPLOYEE OR REPRESENTATIVE OF THE COMPANY OR FROM THE WEBSITES OF THE COMPANY SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS.

Payment and delivery

For the use of any services or products of the company payment must be received within 14 days after billing has taken place. The company has the right to withhold any services or products until payment is received. In case of services 100% of the payment must be made in advance. For products Paypal™ is used as a method of payment. The company accepts any payment method and payment conditions provided by Paypal™.

Any prices mentioned in any contract, offer or agreement **do not include VAT nor any other costs, taxes or fees** unless explicitly stated otherwise.

You are responsible for providing accurate and up to date information concerning your address and/or identity. All billing and communication shall be sent to the address you provide the company with. **The company will hold YOU liable for any losses or damages caused by inaccurate information**

provided by you.

In case of any bankruptcy the company has the right to immediately terminate any further service or delivery of products to you without any preceding legal action.

In case you commit violence or any act of defamation or libel against any representative, employee, consultant or director of Laurganic the company has the right to immediately terminate any services and any contractual commitments will instantly cease to exist. You agree that these consequences will take effect without any prior legal action.

Privacy Policy

The company is committed to protecting your privacy. All information obtained from you will be used solely for providing you with the best products and services within the companies capability. **The company never sells any personal information for marketing purposes without your consent.**

Any information the company collects and/or shares is strictly anonymous and in direct relation to the improvement of the products and services of the company unless explicitly stated otherwise in any contract or agreement between you and the company.

Proprietary Rights

All information, artwork, logos, trademarks, service marks and product and service names on this website are trademarks of the company. You agree not to use or display any of the aforementioned without written permission authenticated by a legal representative of the company.

Anything on this and/or any other websites of the company (which includes but is not limited to text, graphics, photography, logos, icons, trademarks and software) is the property of the company or any of its affiliates or

partners and is protected by National and International Intellectual Property Rights and legislation. Accessing this website does not give you any rights regarding the aforementioned content.

THE COPYING, REPLICATING AND REDISTRIBUTING OF ANY PART OF THIS WEBSITE OR ITS CONTENT FOR COMMERCIAL USE IS STRICTLY PROHIBITED.

Governing Law

If any individual term or condition turns out to be unenforceable none other than that specific term or condition will be affected. By no means is the conflicting of one term with local, national or internal law a waiver for any of the other terms and conditions included. May such arise then all other terms will remain in effect.

This agreement shall be governed by Dutch law. You agree that any dispute will be dealt with by the Dutch courts.

The company may without any prior notice change these terms and conditions. The revised terms and conditions will be published on the website and will be applicable to both future and previous contracts and agreements from the moment of publication. **It is your responsibility to regularly check the Terms and Conditions for alterations.**

You understand and agree that the company may change or make improvements to this and/or any other website of the company or change or discontinue any of the services or products of the company at any time without any prior notice.