

1. Acceptance of These Terms

These Terms and Conditions ("Terms") govern the Zebra Stripes website (the "Site"), all contracts and services concluded between "Zebra Stripes, hereinafter referred to as "the Company", and its customers, hereinafter referred to as "the Customer".

They apply to all services offered by the Company, particularly in the fields of web, development and print.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND ZEBRA STRIPES. BY USING THIS SITE AND THE RELATED SERVICES YOU UNCONDITIONALLY AGREE TO BE BOUND BY THESE TERMS, INCLUDING ALL EXCLUSIONS AND LIMITATIONS OF LIABILITY HEREIN, AND WARRANT THAT YOU HAVE FULL AUTHORITY AND CAPACITY, LEGAL AND OTHERWISE, TO USE THE SERVICES. YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS. THESE TERMS LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE AND REQUIRE THAT ALL DISPUTES BE RESOLVED THROUGH BINDING ARBITRATION. THIS MEANS THAT YOU AGREE TO RESOLVE DISPUTES INDIVIDUALLY ACCORDING TO THE ARBITRATION PROVISIONS BELOW RATHER THAN IN A COURT OF LAW OR THROUGH A CLASS ACTION LAWSUIT.

2. Terms Modification

The Company may modify this Terms and Conditions at any time by publishing a revised version on the Site. We reserve the right to update or modify these Terms and Conditions at any time without prior notice. We encourage you to review the Terms and Conditions whenever you use or access the Site.

By continuing to use the Site after the effective date of any modifications to Terms and Conditions, you agree to be bound by the modified terms.

3. Assignment

Zebra Stripes may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

4. License to Use Website

This Site primarily operates as an e-commerce website. The purpose of this website is to educate consumers and provide digital design products and services in exchange for a fee. Subject to these Terms, you are granted a personal, worldwide, non-transferable, non-exclusive, limited license to use and access the Site. You must use this license only in the manner permitted by these Terms for the sole purpose of using and enjoying the benefit of the Services provided by the Site.

5. Cookies

This website uses cookies. Cookies store information related to visitors' preferences, browser type, and other information in order to optimize their experiences. By using this Site you acknowledge your understanding of and consent to Zebra Stripe's use of cookies. You may delete cookies already on your computer by consulting the instructions for your file management software. You may also disable future cookies in your browser settings. Please note, however, that disabling cookies may prevent or impair your ability to access and fully make use of certain Services and areas of the Site. You also acknowledge that websites such as Google and other third-party vendors to our Site may use DART cookies to provide add-ons to our Site based upon visitors visiting our Site and other websites. Visitors may decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL: http://www.google.com/privacy_ads.html.

6. Age restrictions

By accepting these terms and conditions, you certify that you are 18 years old or older. If you are under the age of 18, but at least 13 years of age, you may use this website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions.

7. Content Permission & Restrictions

Unless otherwise noted, the design of the Site, including information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features that are part of the Site (collectively, "Content") are copyrights, trademarks, or other intellectual properties owned, controlled or licensed by us. The Content is intended solely for your personal and non-commercial use. No right, title, or interest in any Content is granted or transferred to you due to your use of the Site.

Certain parts of the Site that allow you to share Content on social media platforms grant you a limited license to display the Content as directed, and you understand that you have no other right, title, or interest in or to the Content.

Except as noted above, you may not reproduce, publish, transmit, distribute, display, modify, sell, or participate in any sale of any of the Content or the Site. Your misuse of the Content may subject you to liability under federal, state, or international laws.

8. On-site Information Accuracy

We do our best to ensure that information on the Site is complete, accurate, and current. However, information on the Site may occasionally be inaccurate, incomplete, or out of date. All specifications, products, descriptions, and prices of products on the Site are subject to change at any time without notice. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors. However, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately

display such colors. We do not warrant the accuracy or completeness of the information, content, or materials provided through the Site.

The inclusion of any products or services on the Site at a particular time does not imply or warrant that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

9. Quotation and Pricing for On-Demand Services

All the Company's services will be subject to a written estimate, detailing costs, deadlines and payment terms. The quotation will be signed by the customer before the start of any project.

Rates for services are quoted in euros (€) and are subject to VAT in accordance with current legislation.

Unless otherwise specified in the quotation, payment shall be made as follows:

A deposit of [Percentage of deposit]% of the total amount is due on signature of the contract.

The balance is payable on final delivery of the project or as specified in the quotation.

Invoices issued by the Company are payable within [Number of days] days of the invoice date. In the event of late payment, the Company reserves the right to charge interest in accordance with current legislation.

10. Payment Policy for the Webshop

You agree and warrant that all payment instruments, credit card and related information, i.e. billing address, used in connection with any Service that is provided for a fee, are correct and that you are authorized to use such payment instruments. With regard to any payment plan, you agree to pay the Company the amount specified in the payment plan in accordance with the terms of such plan and this Terms and Conditions. You hereby authorize the Company to bill your payment instrument in accordance with the terms of the applicable payment plan.

Your files will be available to download once payment is confirmed. We do not offer refunds for any of our digital products. Please read the entire listing of a product carefully before you purchase. Please contact us with any problems and we will work to resolve them.

11. Late Payments

If payments for custom services are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

12. Intellectual Property

All intellectual property rights relating to the work created by the Company, including websites, web application, graphic designs, branding assets, print assets, marketing content, etc., remain the property of the Company until full payment for the service has been received from the Customer.

Once payment has been made in full, the Company grants the Customer a non-exclusive license to use the works created as part of the project, unless otherwise agreed in the contract.

13. Project Cancellation and Modification

All project cancellations and modifications must be agreed in writing by both parties. Cancellation or modification fees may be charged according to the progress of the project.

14. Privacy

Both parties undertake to maintain the confidentiality of all confidential information exchanged within the framework of the service.

You agree that all information you provide to register with this Website, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy <https://www.zebrastripes.be/privacy-policy/>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

15. Website Monitoring / Enforcement

We have the right to monitor User Content and to remove or refuse to post any User Content for any or no reason at our sole discretion. We have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or User Content.

16. User Accounts

If you are provided with a username, password or any other account information, you must treat such information as confidential. You may not provide your username, password or other account information to another person or provide any other person with access to the Website or Services using your username, password, or other security information. You agree to notify us immediately of any authorized access to or use of your account, username or password. You agree to exit your account at the end of each session and exercise caution when accessing an account from a public or shared computer so that others are not able to view or record your personal information.

17. Third Party Website Links and Resources

If the Company, its Website or Services provide links to other sites and resources provided by third parties, including links in advertisements or sponsored links, these links are provided solely for your convenience. The Company cannot control the contents of third party websites and if you choose to access third party websites you do so at your own risk. Company is not responsible for and does not endorse such third party sites. You agree that the Company will not be liable for any loss or damage that may arise from your use of them.

18. Termination

We have the right to terminate or suspend your access to the Website or Services for any or no reason including without limitation, any violation of these Terms and Conditions.

19. General Disclaimer

To the fullest extent permitted by law, we expressly disclaim any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website and Services, including without

limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of contracts; damage to or corruption of data; or any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website or that the Website will otherwise meet your needs or expectations. Neither the Company nor anyone associated with the Company warrants that the Website, Services, its related content, or any services obtained through the Website will be error-free, accurate, reliable, or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free from viruses or other harmful components. The foregoing does not affect any liability that cannot be excluded or limited under applicable law. Website and Services are for informational/educational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Company shall not be liable for any and all liability arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. We are not medical, legal, financial or other professionals, or if we are, we are not acting in any professional capacity, including medical, legal, financial or otherwise. Nothing on this Website and Services should be construed as medical, legal, or financial advice.

19. Warranties Disclaimer

Your use of this Website, its content, Services or items obtained through the Website is at your own risk. The Website, its content, Services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

20. Earnings Disclaimer

While we may reference certain results, outcomes or situations on this Website or Services, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements. You understand that individual results and outcomes will vary. We cannot guarantee your success merely by your access, purchase or completion of any material or products on the Website and Services. Any results displayed on the Website or Services are not guaranteed or typical.

21. Third Party Disclaimer

We are not liable for any defamatory, offensive or illegal conduct of any third parties. To the fullest extent permitted by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, programs, data or other proprietary material due to your use of the website or any services or items obtained through the Website. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and will not be responsible for them or any loss that may result from their use.

22. Technology Disclaimer

We make reasonable efforts to provide you with modern, reliable technology. However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure. The Website is updated on a regular basis and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all information on the Website and Services are completely accurate, complete or up to date, and disclaim liability for any such errors or omissions.

23. Assumption of Risk

By accessing the Website, its Services and related material, whether paid or unpaid, you assume the risk of your access and any subsequent actions you choose to take as a result of the informational or educational materials provided to you.

24. Indemnity and Release

You agree to indemnify, defend and hold harmless Company, its affiliates, employees, agents, licensors, and service providers from and against any and all third party suits, claims, demands, causes of action, liabilities, damages, judgments, losses, costs and expenses, including reasonable legal expenses and attorney's fees arising out of your use of the Website, including but not limited to your User Content, any use of the Website's content, Services, and products other than as expressly authorized in these Terms of Use, or your use of any of the information obtained from the Website and Services.

25. Limitation on Liability

You understand and agree that, to the maximum extent permitted by applicable law, the Company will not be liable for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website and Services, including without limitation any liability for any loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of contracts; damage to or corruption of data; or any indirect or consequential loss, whether such loss or damage was foreseeable or in the contemplation of the Parties, whether caused by negligence, breach of contract or otherwise. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

26. Severability

If any portion of these Terms and Conditions is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

27. Responsibilities

The Company undertakes to provide its services with diligence and professionalism. However, it cannot be held responsible for the exact results of its services, which often depend on external factors.

28. Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Website must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.

29. Disputes

In the event of a dispute, the parties will endeavor to resolve their dispute amicably.

Failing an amicable resolution, the dispute will be submitted to the competent court in accordance with current legislation.

30. Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Belgium.

31. Jurisdiction

These Terms and Conditions and your use of the Site are governed by the laws of Brussels and Belgium, without regard to any conflict of law provisions. The courts of general jurisdiction will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning these Terms and Conditions and/or the Site or in which these Terms and Conditions and/or the Site are a material fact

32. Contact Information

This Website is operated by Zebra Stripes SRL, Avenue de Janvier 8 box 2; 1200 Woluwe-Saint-Lambert, Brussels, Belgium.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: nina@zebrastripes.be.

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