

## Terms and Conditions of Pricebeat B.V.

### Welcome to Pricebeat!

At Pricebeat, we believe in transparency, honesty, and respect for your privacy. We want to reassure you: we are not a bad company. Quite the opposite! We believe that finding lower prices online should be easier because life is already expensive enough. We don't spy on you and don't sell your personal data to third parties. What we do with your data is exactly what you'd expect. Once, and only once, you ask us to recognize a product, we look at your screen to see what you're viewing. Then, we make sure we accurately recognize the product. If that works, we check if a connected seller also offers the product, and you'll be connected with them. If you place an order, we share your address details with a selling party that can deliver the product to your doorstep. We do all of this with the best intentions. We don't collect or store more information than necessary, we don't share it more than necessary, and we don't do anything weird.

If you have any questions, concerns, tips, or requests, feel free to contact us at [info@pricebeat.nl](mailto:info@pricebeat.nl). We are happy to assist you. We don't share trade secrets, but almost everything else!

**For those who prefer to read the legal text, go ahead!**

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### 1. Introduction

These Terms and Conditions (hereinafter "Terms") apply to the use of the website [www.pricebeat.nl](http://www.pricebeat.nl) (hereinafter "the Website") and the services we offer through our platforms, including the Chrome extension and mobile application (collectively, "the Services"). By using the Website or Services, you agree to these Terms.

Pricebeat B.V. (hereinafter "Pricebeat", "we", "us", "our") is the entity responsible for the Services. Pricebeat may use multiple B.V.'s within a structure to ensure operational and legal security.

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### 2. Responsibilities of Pricebeat, Seller, and Buyer

Responsibilities of Pricebeat:

- Pricebeat acts as a platform for the sale of products but is not a party to the transaction between the buyer and the seller.
- We provide a secure and reliable marketplace where buyers and sellers can find each other.
- We facilitate the payment transactions between buyers and sellers but are not responsible for the actual delivery or quality of the products.
- Pricebeat offers mediation in the event of disputes between buyers and sellers but is not a contracting party in the transaction.

**Responsibilities of the Seller:**

- The seller is responsible for providing products that meet the specified requirements and quality standards.
- The seller is responsible for shipping the products within the agreed timeframe.
- The seller must clearly state the return policy and warranty conditions when offering products and must provide customer service for sold products.
- Sellers may decide whether or not to charge return costs, as long as this is clearly stated during the ordering process.

#### **Responsibilities of the Buyer:**

- The buyer is responsible for providing accurate information for payment and delivery of the products.
  - The buyer has the right to exercise the Distance Selling Act, meaning that the buyer can return a product within 14 days of receipt without giving a reason, as long as the products are in their original condition and not used.
  - The buyer should be aware of the seller's return policy, especially regarding whether return costs will be charged, as stated during the ordering process.
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### **3. Returns and Right of Withdrawal**

Under the Wet Kopen op Afstand, the buyer has the right to return products within 14 days of receipt without providing a reason, as long as the products are in their original condition and unused. This right does not apply to products that may spoil quickly or are made to order.

Seller's Responsibility:

- The seller decides whether or not to charge return costs. This must be clearly stated during the ordering process.
  - If the seller charges return costs, this must be explicitly stated before the buyer places the order.
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### **4. Disputes between Buyer and Seller**

Pricebeat acts as a mediator in the event of a dispute between the buyer and seller. The buyer and seller are considered to have entered into their transaction directly via Pricebeat, and Pricebeat is not a contracting party in the sale. In case of a dispute between the buyer and seller, we will attempt to offer mediation to reach a solution. If mediation is unsuccessful, the parties may refer the matter to a competent court.

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### **5. Limitations of Liability**

Pricebeat is not liable for any damage resulting from the use of products offered by sellers via the platform, unless the damage is caused by willful misconduct or gross negligence by Pricebeat.

Examples of our liability limitations:

- Pricebeat is not responsible for the quality of the products offered by the seller.
  - Pricebeat is not responsible for the accuracy of the actions of the seller, such as timely shipping or delivering products that meet the specified standards.
  - Pricebeat is not responsible for any delays in the delivery of products.
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## 6. Use of Google Analytics and External Analytics Services

Pricebeat uses Google Analytics and other external analytics services to monitor and improve the use of the Website and Services. These tools help us gather anonymous data about visitor behavior on our Website, such as pages visited, time on site, click behavior, and other statistics. This data is used solely for improving our services and ensuring a better user experience.

What do we do with the collected data?

- The collected data helps us optimize the Website and Services by gaining better insight into user preferences and usage.
  - The data is not shared with third parties for commercial purposes.
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## 7. Changes to Services and Platform

Pricebeat reserves the right to make changes at any time to the Services we offer. This includes both functional changes to the Website and mobile applications, as well as adding or removing specific features.

Pricebeat is also free to discontinue or modify the Services without prior notice. This may be the case due to operational changes, legal requirements, or other business considerations.

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## 8. Applicable Law and Disputes

These Terms are governed by Dutch law. Any disputes will be exclusively submitted to the competent court in the Netherlands.

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## 9. Contact Information

If you have any questions about these Terms or how we process your data, you can contact us at:

Email: [info@pricebeat.nl](mailto:info@pricebeat.nl)

Address: Pricebeat B.V., Bosstraat 62, 6942HG, Didam, Netherlands

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## 10. Additional Information

- Price: All prices on the Website are including VAT, unless otherwise stated.

- Delivery: Delivery terms are dependent on the seller and are determined by the seller themselves.