

RCVMEDIA LEGAL DOCUMENTATION

RCVmedia Terms of Service (ToS)

English



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1. Definitions

1.1 "RCVmedia"

The company called RCVmedia headed by Rafael Carrasquer Vidal

1.2 "Client"

Any natural or legal person who has entered into an agreement with RCVmedia or intends to enter into an agreement.

1.3 "Service"

The specific service that RCVmedia agrees with the client, as stated in the agreement.

1.4 "Agreement"

Written agreement between the client and RCVmedia stating that one or more services and / or goods are provided and for what fee.

2. Scope

2.1 The general terms and conditions apply to all quotes, agreements, invoices, services and offers between RCVmedia and the client.

2.2 Deviations from these general terms and conditions are only valid if they have been agreed in writing in advance by both parties.

2.3 If any provision of these terms and conditions is null and void or is nullified, the other provisions will remain in full force.

2.4 RCVmedia reserves the right to change the general terms and conditions, with or without prior notice. If there is an objection to the amended general terms and conditions, it may be that the agreement is dissolved.

3. Invoice / quotation

3.1 An invoice will be issued by RCVmedia for each assignment.

Quotes and invoices will always describe the content of the development in sufficient detail. The number of hours and other costs will be mentioned as precisely as possible.

3.2 All invoices and quotes are made subject to the declaration of applicability of these general terms and conditions, both on the quote / invoice and its acceptance, and on the agreements thus concluded.

3.3 The submission of an offer, quotation, budget or any other similar notification, is always without obligation and does not oblige RCVmedia to conclude an agreement with the client.

3.4 An invoice is always sent before or after delivery of the service and the client in question is obliged to pay this invoice.

3.5 A quote (in contrast to the invoice from 3.4) is without obligation and therefore does not have to be paid, this is provided to indicate the expected costs. A quote can be made in a unique file or in consultation in (for example) e-mail.

3.6 All prices to be quoted are exclusive of VAT, unless stated otherwise.

3.7 The prices stated in a quote / invoice are valid for the period specified on the quote / invoice.

3.8 Invoices / quotations are always sent digitally and only sent by post on request.

3.9 The client must agree to the quote before RCVmedia will take action. The client in question must return the quotation with signature and dates within 5 (five) days. If the client does not wish to use the services offered, no response is required.

3.10 Invoices must be paid within 14 (fourteen) days from the invoice date.

3.11 RCVmedia will remind the invoice after 7 (seven) days.

3.12 RCVmedia reserves the right to reclaim the service that has been provided if the invoice has not been paid within the specified time.

3.13 If an invoice is not paid within 14 (fourteen) days, RCVmedia can take measures. RCVmedia then has the right (for example) to send a registered letter or to engage a collection agency. All additional costs (for example, the registered letter or the collection agency) are for the client in question.

4. Delivery and warranty

4.1 RCVmedia remains the owner of all recommended products and services until the invoice has been paid in full by the client.

4.2 Upon delivery of product(s) and / or service(s), the client must immediately check whether the work is complete and working. Clients must report visible or technical defects to RCVmedia within 14 (fourteen) days after delivery.

4.3 Timely and well-founded complaints from the client will invite the immediate repair or replacement of the provided service(s) and / or goods of defective parts thereof, without RCVmedia being able to be held liable for compensation.

4.4 RCVmedia is at all times open to extra maintenance on products supplied by it. These activities are accepted for a fee (an additional agreement will be concluded).

4.5 RCVmedia strives to deliver all services and products as quickly as possible, however RCVmedia is not responsible if any delay is incurred and does its utmost to complete it as soon as possible.

4.6 RCVmedia will keep the client informed of any "greater" claims in the service of product for which the client is requested.

4.7 Should it appear later in the process that the previously accepted assignment is not feasible then RCVmedia can cancel the assignment. A maximum of 75% of the costs can be refunded within a period of 14 (fourteen) days.

4.8 RCVmedia is able to charge clients for additional revisions if the number is exceeded as specified on the relevant invoices / quotations.

5. Acceptable use

5.1 The client is expected to handle the services with care. This means to not abuse the service by using it for any other purpose for which the service is set up. For more information, please refer to our Acceptable Use Policy (AUP)

6. Liability

6.1 RCVmedia cannot be held liable for damage due to uncontrollable circumstances (Force of the majority).

6.2 RCVmedia cannot be held liable for any loss / damage / unauthorized access of data.

6.3 RCVmedia cannot be held liable for the behavior of its clients.

7. Terminations

7.1 Cancellations must be announced at least 1 (one) month in advance.

7.2 All invoices must be paid upon cancellation.

7.3 RCVmedia will inform the client 1 (one) month in advance about renewal or cancellation of the service or product if possible. If a client violates the conditions specified by RCVmedia, then RCVmedia reserves the right to immediately terminate services without prior warning and compensation.