

## **TERMS AND CONDITIONS (“TERMS”)**

*Our Terms and Conditions were last updated on March 5th, 2022.*

*Please read these terms and conditions carefully before using our service.*

# Interpretation and Definitions

## **INTERPRETATION**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## **DEFINITIONS**

For the purposes of these Terms and Conditions:

- “Account” means a unique account created for You to access our Service or parts of our Service.
- “Company” (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to *Self Service*.
- “Country” refers to France.
- “Content” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- “Device” means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- “Feedback” means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- “Products” refer to the products or items offered for sale on the Service.
- “Orders” mean a request by You to purchase Products from Us.
- “Promotions” refer to contests, sweepstakes or other promotions offered through the Service.
- “Service” refers to the Website.
- “Terms and Conditions” (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement was generated by TermsFeed Terms and Conditions Generator.
- “Third-party Social Media Service” means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- “Website” refers to *Self Service* magazine, accessible from <https://selfservicemagazine.com>
- “You” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- “Cookies” refers small pieces of information that your browser stores on your Device

## **ACKNOWLEDGMENT**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are at least 18 years old. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You

about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **USER ACCOUNTS**

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **COOKIES**

Yes, we use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about the site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

## **CONTENT**

Our Service doesn't allow You to post Content on the Website.

## **COPYRIGHT POLICY INFRINGEMENT AND DMCA POLICY**

As the Operator asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Site violates your copyright, you are encouraged to notify the Operator in accordance with common DMCA policies. The Operator will respond via email sent to [shop@selfservicemagazine.com](mailto:shop@selfservicemagazine.com) to all such notices, including as required or appropriate, by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of the Operator or others, the Operator may, in its discretion, terminate or deny access to and use of the Site. In the case of such termination, the Operator will have no obligation to provide a refund of any amounts previously paid to the Operator. You further agree not to change or delete any proprietary notices from materials downloaded from the site. You must retain our copyright notice in the policy you create unless you have purchased a premium policy, in which case you will not have to display our copyright notice in your generated policy.

## **PLACING ORDERS FOR PRODUCTS**

By placing an Order for Products through the Service, You warrant that You are legally capable of entering into binding contracts.

## **YOUR INFORMATION**

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

## **ORDER CANCELLATION**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

## **YOUR ORDER CANCELLATION RIGHTS**

Any Products you purchase can only be returned or refunded in accordance with these Terms and Conditions.

## **AVAILABILITY, ERRORS AND INACCURACIES**

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **PRICES POLICY**

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

## **PAYMENTS**

Payment can be made through various payment methods we have available, such as Visa, MasterCard, American Express cards and online payment methods (PayPal).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

## **PROMOTIONS**

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy.

If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## **DELIVERY**

Deliveries are made to the address indicated by the User and in the manner specified in the order summary. Upon delivery, Users must verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

Goods are delivered to the countries or territories specified in the relevant section of this Website.

Delivery times are specified on this Website or during the purchasing process.

Unless otherwise specified on this Website or agreed with Users, Products shall be delivered within fifteen (15) days from purchase.

## **FAILED DELIVERY**

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to the carrier if the latter is arranged by the User.

If the goods are not received or collected at the time or within the deadline specified, the goods will be

returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User's expense.

## **INTELLECTUAL PROPERTY**

This Agreement does not transfer from the Operator to you any of the Operator's or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the Operator. The Operator logo and all other trademarks, service marks, graphics, and logos used in connection with the Operator, or the Site are trademarks or registered trademarks of the Operator or the Operator's licensors. Other trademarks, service marks, graphics, and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any of the Operator or third-party trademarks

## **YOUR FEEDBACK TO US**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## **LINKS TO OTHER WEBSITES**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## **TERMINATION**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

## **LIMITATION OF LIABILITY**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 10 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## **“AS IS” AND “AS AVAILABLE” DISCLAIMER**

The Service is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company’s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **GOVERNING LAW**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **DISPUTES RESOLUTION**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **FOR EUROPEAN UNION (EU) USERS**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **UNITED STATES LEGAL COMPLIANCE**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **SEVERABILITY AND WAIVER**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party’s ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. You agree to be bound by the revised terms.

## **CONTACT US**

If you have any questions about these Terms and Conditions, You can contact us by sending us an email to [shop@selfservicemagazine.com](mailto:shop@selfservicemagazine.com)