

Terms & Conditions

Michael Sousa

1. Definitions

- 1.1. In these terms and conditions, the following terms are used in the following terms, unless expressly stated otherwise or otherwise shown in the context:
 - a. Michael Sousa: the User of these Terms and Conditions: Michael Sousa, is located at Niasstraat 371, Amsterdam, The Netherlands, is registered in the Commercial Register of the Chamber of Commerce under Chamber of Commerce No. 68513240;
 - b. agreement: the agreement between Michael Sousa and the customer;
 - c. customer: the natural or legal person who orders one or more products from Michael Sousa through the website;
 - d. product: the product that Michael Sousa supplies;
 - e. digital content: data that is produced and delivered in digital form;
 - f. subscription: the service that Michael Sousa provides;
 - g. website: the website www.michaelferreirasousa.com which is managed by Michael Sousa and where products can be ordered.
 - h. engagement groups: on groups social media platforms where users exchange likes and or comments.

2. General

- 2.1. These terms and conditions apply to all agreements between Michael Sousa and the customer created through the website.
- 2.2. Any deviations from these terms and conditions are only valid if they have been explicitly agreed in writing or through the e-mail.
- 2.3. If one or more of the provisions in these Terms and Conditions are void or destroyed, the remaining provisions of these Terms and Conditions will be fully applicable. The void or destroyed provisions will be replaced by Michael Sousa, while observing as far as possible the purpose and intent of the original conditions.
- 2.4. If Michael Sousa does not always require strict observance with these terms and conditions, this does not mean that its provisions do not apply, or that Michael Sousa would to any extent loose the right to request strict compliance of these provisions in other cases.

3. License and use

- 3.1. When purchasing a digital content through the website, Michael Sousa grants a non-exclusive, non-sublicensable, non-transferable license to the customer to download and access that digital content for your own personal use and reference, and to use the product print or convert to an image or vector format for your own storage, retention, and reference (the "purpose").
- 3.2. The customer agrees that under no circumstances will use or may use the digital content other than for the purpose stated in article 3.1
- 3.3. Customer may not copy, resell, sublicense, rent, share or otherwise distribute the digital content, whether modified or not, to any third party.
- 3.4. The customer agrees not to use any of our digital content in a way that could harm Michael Sousa or damage Michael Sousa's reputation.

4. Intellectual property

- 4.1. The digital content, whether modified or not, and all intellectual property and copyrights contained therein are and will remain Michael Sousa's sole and exclusive property at all times.
- 4.2. The customer agrees that under no circumstances, regardless of whether the product has been modified or not, will have or attempt to claim ownership of any intellectual property rights or copyright in the digital content.

5. Offer

- 5.1. The offer of Michael Sousa is free of obligation.
- 5.2. Apparent mistakes or errors on the website do not bind Michael Sousa.
- 5.3. The assortment offered on the website can be changed.

6. Terms of Use

- 6.1. When using the website, the customer must set them self in accordance with what is expected of a responsible and careful internet user.

- 6.2. The client is not allowed to bypass or crack the security applications on the website.
- 6.3. The customer is not permitted to use the Website in such a manner as to impair the proper functioning of Michael Sousa or third-party computer systems or to hinder or interfere with other users of the Website.

7. Prices and shipping

- 7.1. The listed prices of the products are in euros and include VAT and excl. Shipping costs.
- 7.2. Before the agreement is established through the website, the amount of shipping costs will be disclosed to the customer.
- 7.3. Michael Sousa has the right to adjust his prices from time to time.

8. Establishment of the agreement

- 8.1. The agreement is established after the customer has successfully completed the entire ordering process through the website.
- 8.2. The agreement can only be established through the website after the customer has clicked on the terms and conditions during the ordering process.
- 8.3. After the agreement has been established via the website, Michael Sousa sends the customer a confirmation by email immediately. This confirmation email includes the order number and other information of the customer's order. If the customer has not received a confirmation email from Michael Sousa, then the customer should contact Michael Sousa. As long as the customer has not received a confirmation email, the customer can terminate the agreement.

9. Account

- 9.1. The customer can create an account on the website. The customer must complete and submit the online registration form. After the registration for the account has been successfully completed, Michael Sousa sends the customer a confirmation of the registration without delay.
- 9.2. The customer is at all times responsible for his account on the website and credentials. The customer must keep his login information carefully for himself. Michael Sousa can not be held liable if unauthorized third parties use the customer credentials. If the customer finds that an unauthorized third party makes use of his account, the customer should inform Michael Sousa as soon as possible.

10. Payment

- 10.1. The customer can pay the products ordered through the website with PayPal.
- 10.2. If Michael Sousa refunds a customer's payment, Michael Sousa will refund the amount on the PayPal account on which Michael Sousa has received the payment.

11. Delivery

- 11.1. Michael Sousa will take the utmost care when receiving and carrying out orders of products.
- 11.2. The order will be delivered to the customer specified address.
- 11.3. The delivery period specified to the customer should not be considered as a deadline.
- 11.4. If Michael Sousa does not deliver the product within 30 days of placing the order through the website, then Michael Sousa informs the customer by email and then the customer has the right to dissolve the agreement free of charge unless expressly with the customer a longer delivery period has been agreed.
- 11.5. For some products, that are out of stock, it is possible to place a reservation on the product. In such a case there is a longer delivery period.
- 11.6. The risk of the product is transferred to the customer at the time the customer has received the product.
- 11.7. Michael Sousa has the right to deliver the order in parts.
- 11.8. If the order is to be delivered outside of the Netherlands, then the customer is responsible for any import duties, customs formalities and taxes on the products. The customer must check to see if he can import the products or what their costs are.

12. Right of withdrawal

For products:

- 12.1. The customer has the right to dissolve the agreement for 14 days without giving reasons. This term begins to run from the moment the customer has received the entire order of Michael Sousa. The customer will be notified by e-mail before delivery or in writing upon delivery of the ordered products on the right of withdrawal.

- 12.2. During the withdrawal period as described in Article 12.1, the customer will carefully handle the product and the packaging. The customer will only use or extract the product as far as that is necessary to assess whether it wishes to maintain the product.
- 12.3. If the customer wishes to use his right of cancellation, the customer must explicitly inform Michael Sousa within 14 days of receipt of the entire order. The customer will provide the "Model Revocation form" that the customer may use to terminate the agreement.
- 12.4. After the customer has recalled his right of withdrawal, the customer must return the product to Michael Sousa within 14 days, provided that it is undamaged and unchanged.
- 12.5. The customer may, without first notifying Michael Sousa that he invokes his right of withdrawal, return the product to Michael Sousa within the revocation period as described in Article 12.1. In such a case, the customer shall submit the "Model Form for Revocation" or another unambiguous statement that the Customer calls upon his right of withdrawal to be added to the return dispatch.
- 12.6. If the customer electronically informs Michael Sousa that he applies for his right of withdrawal, then Michael Sousa will send the customer a confirmation of receipt after receiving this notice.
- 12.7. If the returned product is damaged or contains traces of usage, this damage will be deducted from the amount that Michael Sousa will refund to the customer in accordance with Article 12.10.
- 12.8. If the customer decides to dissolve the agreement in accordance with this article, the shipping costs related to the return of the product will be at the expense of the customer.
- 12.9. The risk of return shipping rests with the customer. The customer must send the return shipment with sufficient postage. The burden of proof that the product has been returned in time is with the customer. This can the customer prove by means of proof of postal delivery.
- 12.10. Michael Sousa will, in the event of a dissolution as described in this article, within 14 days after the customer has recourse to his right of withdrawal and Michael Sousa has received the returning product, than the already paid amount (purchase price + shipping charge for shipping the order) will be refund. If the customer partially terminates the agreement and is not returning all products, then the charge for shipping the order will not be refunded to the customer.
- 12.11. If a subscription has started, the refundable amount depends on the extent to which the customer has used the subscription.

For services and digital content that is not supplied on a tangible medium:

- 12.12. The customer has the right to dissolve the agreement for the supply of digital content that has not been delivered on a tangible medium for 14 days without giving any reason. The entrepreneur may ask the customer about the reason for the withdrawal, but not oblige him to state his reason(s).
- 12.13. The withdrawal period referred to in paragraph 12 starts on the day following the conclusion of the agreement.

13. Exception on the right of withdrawal

- 13.1. Article 12 does not apply to products made according to customer specifications (custom made products).
- 13.2. Article 12.12 does not apply to the delivery of digital content other than on a tangible medium, but only if:
 - a. the execution has begun with the express prior consent of the consumer; and
 - b. the consumer has stated that he thereby loses his right of withdrawal.

14. Obligations of the customer

- 14.1. The customer shall ensure that all information provided to Michael Sousa is correct and complete at the conclusion of the agreement.
- 14.2. If the data supplied by the customer is incomplete and/or incorrect, this will be entirely at the expense of the customer.

15. Custom work

- 15.1. The data that the customer sends to Michael Sousa with his own design for a product must comply with the delivery specifications specified by Michael Sousa.
- 15.2. Michael Sousa is not responsible for by the customer wrongly giving up own design, other specifications or size, etc. of the desired product. Failure by the customer to pass the right specifications on the basis of which the product has to be manufactured, does not give the customer the right to reclamation or to dissolve the agreement.

- 15.3. The Customer is not allowed to order Michael Sousa to manufacture a product that infringes third party rights, such as, but not limited to trademarks, model rights, trade name rights, copyrights or other third party intellectual property rights.
- 15.4. Michael Sousa has no obligation to check if one to the specifications of the customer manufactured product infringes the rights of others or violate the law. All costs Michael Sousa has incurred or any damage that he has suffered because the product delivered to the customer violates the rights of a third party or violates the law shall be charged to the customer. The customer indemnifies Michael Sousa for third party claims or for the direct and indirect consequences, both financial and other, that arise from the sale or commercialization of the product manufactured to the customer's specifications.
- 15.5. If the product is made specifically for the customer and the customer wishes to make changes to his own design, size, materials of which the product is made or the customer wishes other changes, then the customer should notify Michael Sousa as soon as possible. Then Michael Sousa will let the customer know if it is possible to make the changes and what any possible additional costs are.
- 15.6. If the changes can not be made or the customer does not agree to the additional costs, the product will be made using the originally agreed specifications.

16. Conformity

- 16.1. Michael Sousa ensures that the products comply with the agreement, the specifications stated in the offer and/or on the website, the reasonable requirements of reliability and/or usability and the legal provisions existing at the date of the contract and/or government regulations.

17. Complaints and Warranty

- 17.1. The customer is obliged to check the delivered product immediately upon receipt. If it appears that the delivered product is incorrect, inaccurate or incomplete, the customer (before returning to Michael Sousa) must report these defects immediately after discovery in writing, or by email, to Michael Sousa.
- 17.2. If the customer demonstrates that the delivered product has a defect at the time of delivery, then Michael Sousa will, at his choice, send a replacement product to the customer free of charge, repair the product or partially refund the price of the product.
- 17.3. If a guarantee is granted to a product, then the warranty will be notified to the customer before or upon the conclusion of the agreement.
- 17.4. Complaints about the delivered product will not be processed (further) and a warranty claim will be rejected if:
 - a. defects are the result of improper use;
 - b. the customer has not maintained the product properly;
 - c. the product has not been used in accordance with the agreed destination and, failing that, the usual destination;
 - d. work and/or modifications and/or repairs to the product have been performed by the customer and/or third parties;
 - e. the product is not used in accordance with the included or, for example via the website, provided care instructions or user manual;
 - f. damage to the product is caused by outside conditions, such as water damage, destruction, smoke, dirt and fire.

18. Liability

- 18.1. Michael Sousa can not be held responsible to compensate for any damage that is directly or indirectly caused by:
 - a. an event which is in fact out of its power and thus can not be carried out and / or attributed, as described inter alia in Article 19;
 - b. any act or negligence of the customer, its subordinates, or other persons who have been employed by or for the customer.
- 18.2. Michael Sousa is not liable for any loss, whatsoever, due to the fact that Michael Sousa assumed incorrect and/or incomplete information provided by the customer.
- 18.3. Michael Sousa is not liable for any damage caused by temporary unavailability of the ordering options, inaccessibility or removal of his website for maintenance or otherwise.
- 18.4. The colors that can be seen on the customer's display may differ from the colors that the product actually has. Michael Sousa is not liable for such color defects.
- 18.5. Michael Sousa is not liable for any damages caused by incorrect or improper use of the product or use of the product in violation with the usage instructions. The customer must read the package and/or the corresponding usage instructions carefully before using the product.

- 18.6. Michael Sousa is not liable for damage if the customer or third parties have made unauthorized changes to the product.
- 18.7. In no case shall Michael Sousa be liable for damage, that originated or caused by the use of the delivered product for any purpose other than intended.
- 18.8. Michael Sousa can not be held liable for discoloration of the product due to the effect of light.
- 18.9. Michael Sousa is not liable for mutilation or loss of data due to the transmission of the data using telecommunications facilities.
- 18.10. Michael Sousa can not exclude that the customer will not get an allergic reaction to the product, such as rash or irritation. Michael Sousa can not be held liable for allergies. An allergic reaction to the product does not entitle the customer to dissolve the agreement unless the customer rely on the right of withdrawal, compensation or any other form of compensation.
- 18.11. Michael Sousa is never held liable for damages due to consequential damage. As a consequence damage is considered: to be loss of revenue, loss of profits, lost of savings, business damage, malfunction, stagnation damage, delay damage, reputation damage, labor costs, environmental damage, fines and indirect damage regardless of their origin.
- 18.12. If Michael Sousa might be liable for any damages, the liability of Michael Sousa limited to the amount paid out by the insurer of Michael Sousa. If, in any case, the insurer does not pay or the damage is not covered by the insurance, then the liability of Michael Sousa is limited, insofar as this does not violate any mandatory law, to the amount that the customer has paid for the product covered by the liability.
- 18.13. The liability limitations included in this article do not apply if the damage is due the intent or conscious recklessness of Michael Sousa.
- 18.14. Michael Sousa cannot be held responsible for any use of third-party software or services by the customer that is performed during Michael Sousa's service, and that may lead to conflicts in the provision of services.
- 18.15. Although all digital content has been checked by Michael Sousa with a common virus checker, no guarantee can be given for the absence of viruses. An adequate check for viruses must therefore be carried out by the customer.
- 18.16. Michael Sousa can not be held liable for any damage caused by the temporary unavailability of social media platforms or engagement groups due to maintenance or otherwise.
- 18.17. Michael Sousa can not be held liable for any damage caused by the decrease in activity in the engagement groups.
- 18.18. Michael Sousa cannot be held liable for the deletion and or blocking of any social media account specified by the customer. The customer agrees to use the service at his own risk and does not give the customer the right to complain or to dissolve the agreement.

19. Force majeure

- 19.1. Michael Sousa is not required to fulfill one or more obligations under the agreement or to pay compensation in case of force majeure. Force majeure is understood, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, on which Michael Sousa can not influence, but whereby Michael Sousa is unable to fulfill his obligations. By force majeure is in any case understood to mean: the weather; theft; electricity- and internet outage; computer failure; virus infection or computer fraud by third parties; floods, landslides and other natural disasters; terrorism; third-party impediments, Incorporated by governments; barriers to transport; strikes; riots, wars or warfare; loss of or damage to products when transporting them; ex- and import prohibitions; fires, failures and accidents in the company of Michael Sousa; the burning of means of transport by Michael Sousa or the hired transport company, the occurrence of disturbances to it, getting involved in accidents thereof; government measures.
- 19.2. Under force majeure must also be understood a non-attributable shortcoming by a supplier of Michael Sousa.
- 19.3. If Michael Sousa knows or suspects that he can not deliver the order on time (partly) by force majeure, then Michael Sousa will inform the customer as soon as possible.

20. Customer service

- 20.1. For questions about the order or the filing of a complaint, the customer can contact the customer service of Michael Sousa. Michael Sousa's customer service is available through the e-mail address support@michaelferreirasousa.com
- 20.2. Michael Sousa aims to answer e-mails within 3 days.

21. Applicable law and competent court

- 21.1. The agreement between Michael Sousa and the customer is governed by Dutch law.

- 21.2. All disputes regarding agreements between the customer and Michael Sousa are submitted to the competent court in the district where Michael Sousa is located. The customer has 1 month the time after Michael Sousa has appealed towards the customer in writing, to resolve the dispute for the court competent under the law.