

General Terms and Conditions

Chapter 1 General

1. The Entrepreneur

Entrepreneur:
Based in:
Chamber of Commerce registration:
Email address:
Telephone number:
Website:

2. Definitions

In these General Terms and Conditions and its provisions the following terms have the following meaning:

- Account:** the identification that grants the you access to our Services;
- Agreement:** the Agreement between you and us;
- Distance Agreement:** the Agreement concluded between us and you in the light of an organized system for remote Services without the simultaneous presence of us and you, and where only one or more techniques are used for distance communication, up to and including the conclusion of the Agreement.
- Durable Data Carrier:** any means that enable us to store information addressed to it personally in a way that makes this information accessible for future for a period that is adapted to the purpose for which the information is intended, and that an unaltered representation of the stored information;
- Service:** all Services provided by us;
- Unambiguous Statement:** your statement to us that can only be interpreted in one way. In all cases, the statement shall contain your:
 - name;
 - (billing) address;
 - postal code;
 - city;
 - telephone number;
 - email address used for the subscription;
 - Agreement to which the statement relates.
- You or your:** the natural or legal person, who provides the assignment for the Services.
- We, our or us:** the Entrepreneur as determined in article 2 of these general terms and conditions;

3. Applicability

- These general terms and conditions apply to every offer made by us and to any Distance Agreement concluded between us and you.
- The text of these general terms and conditions is made available to you prior to conclusion of the Distance Agreement. At your request it will be indicated that the general terms and conditions will be sent free of charge as soon as possible before the Distance Agreement is concluded if it is not reasonably possible to make the general terms and conditions available.
- Notwithstanding the previous paragraph and before the Distance Agreement is concluded, in the event of electronic conclusion of the Distance Agreement, the text of these general terms and conditions can be made available to you electronically, in such a way that you can easily store them on a Durable Data Carrier. If this is not reasonably possible, they will be sent free of charge at your request whether or not by electronic means, prior to conclusion of the Distance Agreement.
- On our websites, the latest version of the general terms and conditions can be consulted at all times.
- In the case that, in addition to these general terms and conditions, specific terms and conditions apply, the second and third paragraphs of this provision apply. In the event of conflicting general terms and conditions, you may always invoke the applicable provision that is most favorable to you.

4. Changes in the General Terms and Conditions

- We have the right to change these general terms and conditions, subscription specifications, including corresponding fees occasionally.
- Changes will only be binding on you if we have notified you of the changes to the general terms and conditions, and 14 days after such notice has expired without you notifying us in writing that you do not agree to the changes.
- If you do not agree with the changes, you are entitled to terminate the Agreement before the date the changes take effect and can do so by deleting the account and/or cancelling the paid subscription. Use of the Service after the date stated in the notification constitutes approval of the changed terms and conditions by you.
- If one or more articles of these conditions are declared null and void by a court decision, the other provisions of these general terms and conditions will remain in full force, and we and you will consult in order to find new provisions to replace the invalid or nullified provisions, whereby as much as possible the purpose and intent of the void or voided provision is taken into Account.

Chapter 2 The Agreement

5. Position of the Provider

- We provide a platform that connects you to a streaming platform provided by us or one of our external affiliated party.
- We assume no liability for the interpretation of information provided on the platform, especially content available on the platform such as movies, series, games or other content.

6. Offers and prices

- Offers from us contain an accurate and complete description of the Services provided. Our offer is sufficiently detailed so that you can make a proper assessment.
- The prices of the Services offered will not be increased during the period of validity stated in the offer, except for price fluctuations as a result of changes in VAT rates or obvious errors.
- We are not bound by obvious errors in the offer, including obvious spelling errors. Expressly stated herein are errors in the offerings advertised elsewhere than on our websites, whith the information on our websites being taken as leading at all times. For example, there is an obvious error when the offer is of such a low amount that you knew or should reasonably have known that it was an obvious error in the offer.
- If you accept the offer with an obvious typo or mistake, you will be immediately informed by email of this obvious error. Furthermore, in this email you are given a certain period in which you are given the opportunity to accept the correct offer.

7. Payment

- Payment is possible through every payment method offered by us.
- Fees are, if applicable, due monthly and must be paid in advance unless other payment terms have been agreed in the offer.
- You acknowledge that we, or our external payment provider, are authorized to pre-charge the payment method associates with your Account billing cycle for the fees applicable to the subscription and agrees thereto.
- We may suspend access to the Service in the event that we were unable to collect payment from the payment method associated with your Account, until such failure has been remedied. Such suspension will be lifted as soon as possible after the fees have been paid in full. Actions on the part of you may be required if notified. Suspension for non-payment may result in a change in the payment cycle date. Please take note of the information in your Account, if a suspension has occurred.
- The fees owed by you must be paid within 14 days after the date of the reflection period referred to in article 13 paragraph 1 of these general terms and conditions, unless parties agreed otherwise upon. This period starts after you have received confirmation of the Agreement.

8. Agreement

- The Agreement between you and us is concluded at the moment that you have registered the Account with us and meet the associated conditions, as determined in article 8 of these conditions. All this subject to the provisions of paragraph 4.
- If you have accepted the offer electronically, we will immediately confirm receipt of acceptance of the offer electronically.
- If the Agreement is concluded electronically, we will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If you are able to carry out an electronic transaction, we will take appropriate security measures.
- If, after concluding the Agreement, we become aware of circumstances that give good grounds to suspect that you are not fulfilling his payment obligation, we can suspend his fulfilment of the Agreement, dissolve the Agreement or attach special conditions to the execution of the Agreement.
- We provide the following information to you prior to the Service, in writing or in such a way that it can be stored by you in an accessible manner on a Durable Data Carrier, with:
 - the conditions and the way in which you can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information about the warranty and existing Services after purchase or delivery;
 - the requirements to terminate the Agreement if the Agreement has a duration exceeding one year or indefinite period.

Chapter 3 Specific provisions

9. Registering for a subscription

- You must register with us, by creating an Account, before you can use our (paid) Services.
- Only people who have at least reached the age of majority can register for a subscription.
- The data that we collect when creating an Account is necessary for the performance of the Services.
- You must provide the correct information requested by us when registering. You will inform us in a timely manner, if the data necessary for the performance of the Services change.
- You choose a unique username and password after creating the Account, unless you create an Account with a login from an external third party. Passwords and usernames are personal and for your own use only.
- Various subscriptions can be offered by us where you can subscribe to if you want to make full use of our Services.
- Ourr terms or subscriptions may vary, such as with respect to content available, subscription periods, associated billing cycles, and subscription fees. Applicable terms and conditions are as stated in our (online) offer. In general, subscription billing cycles begin on the day we grant you access to the Service.
- We may offer you a free trial to experience the Service, which may be subject to specific terms and conditions. Upon the expiration of such free trial, the subscription billing cycle will begin automatically unless you have previously cancelled the subscription - unless otherwise noted.
- Subscriptions are entered into for an unlimited period, unless otherwise offered. If a subscription was offered for a limited period of time, the subscription is tacitly renewed each time for terms equal to the primary term. This is subject to and to the extent permitted by applicable law, and unless you cancel the subscription before the time of renewal.
- We allow a maximum of 5 end-use devices with internet access to access the Service at the same time, unless otherwise stated. Any restrictions that may apply to the chosen subscription will be listed in your account.

10. Intellectual property

- Unless explicitly agreed otherwise, we or our licensors will always retain the rights to all intellectual properties which arise as a result of the Services provided by us.
- All intellectual property rights, as well as similar information protection rights, related to the Services provided by us and received by you, remain our property. Unless explicitly agreed otherwise, nothing in the Agreement concluded or to be concluded with you, leads to the transfer of such rights.
- You only obtain a non-exclusive and non-transferable right of use for the use of the results of the Services, unless the parties have expressly agreed otherwise. You will with such use comply with the conditions laid down in the general terms and conditions or otherwise imposed on you.
- You are unauthorized to use the results of our Services other than for the purpose of using the items to which they relate.
- Unless we explicitly written permission for this, you are unauthorized to reproduce and/or pass on the results of our Services to third parties, or the data contained therein or otherwise known to you.
- We may take technical measures to protect our Service and materials from unauthorized modification, use, duplication or publishing. If we have implemented such measures, you should not attempt to remove or avoid them.
- You shall not remove or alter any copyrights, trademarks, trade names or other intellectual property rights to our intellectual property tight or our licensors.
- We guarantee that it is authorized to grant you the right to use our Services and indemnify you against any claims by third parties in this regard. This provision does not apply if and insofar as the results of our Services have changed and/or if these have been delivered in connection with deliveries from a third party, unless you demonstrate in the latter case that the claims of third parties exclusively relate to the results of our Services.

11. Legal and regulatory compliance

- You will not perform any actions that are contrary to these terms, or that are contrary to laws or regulations.
- You only use our platform for its intended purpose. You refrain from any action, that you know could harm the co-user or the platform.
- The platform may be used for non-commercial use only. You are not authorized to access our Services outside of your household.

12. Technical malfunctions, change of content and force majeure

- For maintenance, adjustment or improvement of our systems, we may for the shortest possible time take our systems offline. We intend to take the systems offline only during periods when you are least affected. We are not liable for any damage suffered by you as a result of the systems being taken offline.
- If telecommunication facilities are used in the maintenance and support or other Services on our behalf, parties are each responsible for the correct decision and timely availability on their side. We shall not be liable for corruption, interception of data or loss or processing results during the transmission of data using telecommunication facilities.
- We may make the necessary adjustments for the functionality or errors. You will be informed accordingly to the extent possible, in the event that we make such adjustments. You cannot waive the adjustments, if the adjustments apply to a group of users. We are not liable for any damage caused by you as a result of the adjustments to our systems.
- We make every effort to minimize the period of the shut down and the consequences of the adjustments for you. Furthermore, we intend to provide an indication for the time and nature of the shut down or adjustment.
- We are entitled to change the nature and scope of the Service and the content of the platform from time to time, without prior notice to you. However, we try to inform you where reasonably possible.
- If we are unable to deliver due to force majeure, we shall not be liable for any damages arising out of force majeure.
- Force majeure is in any case understood to mean: disruptions or failure of the internet, the telecommunications infrastructure, Synflood, network attack, DoS- or DDos- attacks, power failures, internal disturbances, mobilization, war, obstruction in transport, strike, lockout, business disruptions, delivery delay, fire, flood, import and export barriers, natural disasters and in the case that we are unable to supply through its own suppliers for any reason.

Chapter 4 Cancellation, dissolution, indemnity and disputes

13. Right of withdrawal

- You can cancel the distance purchase with a Service provision Agreement without giving any reason, within a period of 14 days, calculated from the day that the Agreement was concluded.
- You exercise the right referred to in paragraph 1 by sending the completed model form to us, by contacting our customer service or by making another Unambiguous Statement in this regard within the period specified in paragraph 1, subject to the provisions of article 1 under f of these terms and conditions. The model form can be found on our website.
- If you electronically submits a statement of termination either using the model form on our website, by contacting our customer service or by making another Unambiguous Statement, we will immediately acknowledge receipt of this statement by email.
- Failure to use the model form provided by us on the website or contacting our customer service is completely at the cost and risk of the Customer. If the Unambiguous Statement is not received by us, you must prove that it was sent.
- We reserve the right not to process incomplete or incorrectly completed forms and statements.

14. Dissolution by the Customer

- After confirmation of the Agreement by us, you may terminate the Agreement at any time, without any ground. The termination takes effect at the end of the billing cycle that is then current or after one month from the day of cancellation, whichever is earlier. Cancellations of fixed-term subscriptions will be effective at the end of the last billing cycle of the applicable subscription period.
- You terminate the Agreement by providing us with an Unambiguous Statement, preferably by using the model form on the website or contacting our customer service, stating the date on which the termination enters.
- The day on which you have terminated the Agreement is the day on which the Unambiguous Statement has reached us.
- The burden of proof for the correct and timely exercise of the right of termination rests with you.

15. Dissolution or alteration by the Provider

- We may terminate or adjust the Agreement without any ground.
- We do not accept any liability for any (further) damage as a result of the adjustment or termination. You are solely liable for any further damage caused by the adjustment or termination.

16. Liability and indemnity

- We are liable to you for attributable shortcomings. Insofar as fulfillment is not already permanently impossible, this paragraph only applies to the statutory regulation of negligence on the part of the debtor.
- In the event of attributable shortcomings, We are only liable for compensation for direct damage.
- We cannot be held liable for indirect damages, such as:
 - consequential damage;
 - loss of profit;
 - your immaterial damage;
 - missed savings;
 - business interruptions;
- Any of our liability is limited to the sum that is paid out in the specific situation under the liability insurance(s) taken out, increased by the sum of the deductible that is for our account according to the policy requirements. If, for whatever reason, no payment is made under this insurance, any liability is limited to the fee paid for the performance of the Agreement, with a maximum of 12 months.
- You are responsible for the correct delivery of his personal data, such as name, address and other data necessary for the correct execution of the Agreement. We cannot be held liable for damage resulting from incorrect data provided by you that is necessary for the proper performance of the Agreement.
- We cannot be held liable for damage resulting from the sharing or otherwise making available your username and/or password. The storage of usernames and/or passwords on a Durable Data Carrier, or in any other way possible by you is entirely at your expense. Furthermore, we cannot be held liable in any way for the unauthorized distribution of your usernames and/or passwords, if you use third-party support tools to store or remember the usernames and/or passwords.
- The current state of legislation at the time of concluding the Agreement is always taken as the basis for compensation. We cannot be held liable for damage as a result of changed legislation or changed techniques after the conclusion of the Agreement, unless we should have been aware of the change at the time of the conclusion of the Agreement.
- Unless this cannot be demanded of you by circumstances, you are obligated in consultation with us, to give us the opportunity, within a reasonable period of time of its attributable defects for which we are liable, to repair the defects, or limit or eliminate the consequential damage, without prejudice to our liability for damage as a result of the shortcomings.
- When determining the compensation in the event of exceeding your authority of represent, the extent to which you benefit from the consequences of exceeding your authority, is taken into Account, in addition to the relevant facts and circumstances.
- A compensation based on the above rules does not apply insofar as this compensation is unacceptable in reasonableness and fairness in the given circumstances.

17. Complaints

- We have a sufficiently well-known complaints procedure and handles the complaint conforming to this complaints procedure.
- Complaints about the implementation of the Agreement must be submitted fully and clearly to us within 14 days after you have discovered the defects. Complaints can be submitted to us by means of an Unambiguous Statement, with due observance of the provisions of Article 1 under f of these conditions.
- Complaints submitted to us are answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, we will answer within the period of 14 days with a notification of receipt, and an indication when you can expect a more detailed answer.
- If the complaint cannot be settled by mutual consultation, a dispute arises that is subject to dispute settlement.

18. Disputes

- The Agreements between you and us to which these general terms and conditions apply, are controlled by the laws of the country of where we are located. If you entered into the Agreement as a consumer, the Agreement does not affect your rights to rely on mandatory provisions of the law of the country where you live.
- Unless otherwise agreed between the parties or provided otherwise by mandatory law, every dispute between parties arising from this Agreement will be submitted by the most careful party to the competent court of the district where we are located.

/ info@echofunz.com

Support

My Account About us FAQ Terms and conditions Privacy Policy Contact Logout

Echofunz is owned and operated by Digilex Limited, Company Number - 13117449