

# Algemene voorwaarden

The following describes the terms on which Air-Check offers you access to our services.

## Introduction

Welcome to Air-Check. By using Air-Check (including Air-Check.eu and its related sites, services and tools), you agree to the following terms with Air-Check and the general principles for the websites of our subsidiaries and international affiliates.

This Agreement is effective on June 1st, 2009, for current users, and upon acceptance for new users.

## Scope

Before you may become a member of Air-Check, you must read and accept all of the terms in, and linked to, this User Agreement and the Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that the User Agreement and Privacy Policy will apply whenever you use Air-Check sites or services, or when you use the tools we make available to interact with Air-Check sites and services. If you use another Air-Check site, you agree to accept the User Agreement and Privacy Policy applicable to that site. Some Air-Check sites, services and tools may have additional or other terms that we provide to you when you use those sites, services or tools.

## Using Air-Check

While using Air-Check sites, services and tools, you will not:

post content or items in an inappropriate category or areas on our sites and services; violate any laws, third party rights or our policies, such as the Prohibited and Restricted Items policies; use our sites services or tools if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using our sites, services or tools; fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity; fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity; manipulate the price of any item or interfere with other users' listings; circumvent or manipulate our fee structure, the billing process, or fees owed to Air-Check; post false, inaccurate, misleading, defamatory, or libelous content (including personal information); take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to Air-Check); transfer your Air-Check account (including feedback) and User ID to another party without our consent; distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; distribute viruses or any other technologies that may harm Air-Check, or the interests or property of Air-Check users; export or re-export any

Air-Check tools except in compliance with the export control laws of any relevant jurisdictions; copy, modify or distribute rights or content from the Air-Check sites, service or tools or Air-Check's copyrights and trademarks; or harvest or otherwise collect information about users, including email addresses, without their consent.

### **Abusing Air-Check**

Air-Check and the Community work together to keep our sites and services working properly and the Community safe. Please report problems, offensive content, and policy violations to us.

Without limiting other remedies, we may limit, suspend or terminate our service and user accounts, prohibit access to our sites and its content, services and tools, delay or remove hosted content, and take technical and legal steps to keep users off the sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue Air-Check sites, services or tools.

### **Air-Check Purchase Protection**

Buyers and sellers share the responsibility of making sure purchases facilitated by Air-Check are exciting, rewarding and hassle-free. We strongly encourage buyers to work with sellers before opening a claim relating to a purchase. When a buyer doesn't receive an item or the item doesn't match what was described, and the seller doesn't provide adequate resolution to the buyer, Air-Check will reimburse the buyer subject to the conditions, exclusions and coverage limitations of the Air-Check Purchase Protection policy. Air-Check will reimburse the buyer up to the full purchase price plus shipping and other specific transaction costs paid by the buyer to the seller, as described in the Air-Check Purchase Protection policy. The Air-Check Purchase Protection policy is part of this Agreement and incorporated by reference.

### **Buyer Obligations:**

Buyers agree to file claims in accordance with the conditions, exclusions and coverage limitations as further explained in the Air-Check Purchase Protection policy.

For covered claims that meet the conditions and are not excluded, Air-Check will reimburse eligible buyers by PayPal or by coupon redeemable on Air-Check, in Air-Check's discretion, based upon a number of factors, such as whether the buyer has a PayPal account, the type of payment made to the seller and the payment amount.

Buyers who Air-Check believes are not acting in good faith, abusing the program or a seller, attempting to commit or committing fraud, or trying to unjustly benefit from the program may become ineligible for Air-Check Purchase Protection. Buyers who become ineligible will be notified by Air-Check prior to ineligibility. Air-Check reserves the right to temporarily, indefinitely or permanently suspend the Air-Check Purchase Protection program immediately if we suspect abuse, excessive claims, tampering, or interference with the proper working of the program. Air-

Check Purchase Protection doesn't cover certain types and categories of goods or services, false, abusive or illegitimate claims, or transactions where you have been or may be compensated from another third party. Please read the Air-Check Purchase Protection policy for more details.

### **Seller Obligations:**

Sellers agree to follow the program requirements as explained in the Air-Check Purchase protection policy. All sellers with an open claim must work in good faith to resolve the claim, refund money and/or provide a replacement item, and accept a return of the item as explained by the Air-Check Purchase Protection Policy.

If a seller doesn't resolve a claim, the seller agrees to pay Air-Check the amount paid by Air-Check to the buyer in accordance with the Air-Check Purchase Protection policy. Air-Check will invoice the seller for these amounts and seller agrees to pay Air-Check in accordance with the invoice terms.

Obligations when a buyer opens a claim alleging an item is counterfeit: Sellers shall work with the buyer in good faith during the resolution process to provide buyer with appropriate documentation or other assurances to satisfy the buyer that the item is not counterfeit, if such information is available.

If buyer and seller cannot agree that the item is not counterfeit, for covered claims that meet the conditions and are not excluded, buyers are required to send the item back to the seller. Cost of return shipping will be paid by the buyer or Air-Check in our sole discretion, unless otherwise agreed upon by the buyer and seller. Covered claims that meet the conditions and are not excluded will count as a violation by the seller of our prohibited and infringing items policy.

Sellers shall not list, advertise, or cause that item to appear for sale, barter or trade, on any Air-Check Inc. (including our subsidiaries, joint ventures, and other members of the group) web site or service located around the world.

While buyers are not obligated to provide third party confirmation that an item is counterfeit in order to open a claim, in cases where there is written confirmation from the manufacturer that the item is counterfeit, or in additional circumstances where Air-Check elects to exercise its discretion, Air-Check may request the destruction of the item by an authorized third party and at Air-Check's expense.

### **Fees and Services**

Joining Air-Check and bidding on listed items is free. We do charge fees for using other services, such as listing items. When you list an item or use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our Fees schedule, which we may change from time to time. Changes to that schedule are effective after we provide you with at least fourteen days' notice by posting the changes on the Air-Check site. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the sites.

Unless otherwise stated, all fees are quoted in Euros. You are responsible for paying all fees and applicable taxes associated with our sites and services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel, and for accounts over 180 days past due, deducting the amount owed from your PayPal account balance.)

## **Content**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

For the convenience of sellers, we may offer catalogs of stock images, descriptions and product specifications, which are provided by third parties. While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date. If you choose to include catalog content in your listings, you are responsible for ensuring that your listings are accurate and do not include misleading information. You agree that you will not hold our catalog providers or us responsible for inaccuracies in catalogs. The catalogs may include copyrighted, trademarked or other proprietary materials. You may use the catalogs only for informational purposes and only in connection with your Air-Check listings.

You may not use catalog content in a way that infringes or violates anyone's proprietary rights.

## **Limitation of Liability**

You will not hold Air-Check responsible for other users' content, actions or inactions, items they list or their destruction of allegedly fake items. You acknowledge that we are not a traditional auctioneer. Instead, the sites are a venue to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats and locations, such as stores, fixed price formats and auction-style formats. We are not involved in the actual transaction between buyers and sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. For certain categories, particularly motors and real estate, a bid or offer initiates a non-binding transaction representing a buyer's serious expression of interest in buying the seller's item.

We do not transfer legal ownership of items from the seller to the buyer, and nothing in this agreement shall modify the governing laws, provisions, and Commercial Codes unless the buyer and the seller agree otherwise.

Further, we cannot guarantee continuous or secure access to our sites, services or tools, and operation of our sites, services or tools may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our sites, services and tools.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, **and (b) \$100 ???**.

### **Release**

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **Access and Interference**

The sites contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to Air-Check by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the sites for any purpose without our express hand written permission.

Additionally, you agree that you will not:

take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of Air-Check and the appropriate third party, as applicable; interfere or attempt to interfere with the proper working of the sites, services or tools, or any activities conducted on or with the sites, services or tools; or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

### **Privacy**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the Air-Check Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers that are protected by physical as well as technological

security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account. We use third parties to verify and certify our privacy principles. For a complete description of how we use and protect your personal information, see the Air-Check Privacy Policy. If you object to your information being transferred or used in this way please do not use our services.

### **Indemnity**

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

### **No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **Notices**

Except as explicitly stated otherwise, legal notices shall be served on Air-Check's national registered agent (in the case of Air-Check) or to the email address you provide to Air-Check during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

### **Resolution of Disputes**

If a dispute arises between you and Air-Check, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly.

Accordingly, you and Air-Check agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to the About Customer Support help page. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Law and Forum for Disputes - This Agreement shall be governed in all respects by the laws Belgium as they apply to agreements entered into and to be performed entirely within Belgium between Belgium residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Air-Check must be resolved exclusively by a state or federal court located in Brussels, Belgium, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Brussels, Belgium for the purpose of litigating

all such claims or disputes.

## **General**

Air-Check is located at *Lorkenlaan 23, 1820 Steenokkerzeel, Belgium*. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. Additionally, we will notify you through the Air-Check Message Center. This Agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of this provision, a “writing” does not include an email message and a signature does not include an electronic signature.