

# General Terms and Conditions

## Webshop Secrid

Welcome to [www.secrid.com](http://www.secrid.com) ("website"). This website is operated by Secrid Inc. Throughout the site, the terms "we", "us" and "our" refer to Secrid Inc. Secrid Inc. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

### **1 – COPYRIGHT AND OWNERSHIP**

All of the content featured or displayed on the website, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Secrid Inc., its licensors, vendors, agents and/or its Content providers. All elements of the website, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Service and the website may only be used for the intended purpose for which such website and Service are being made available. Except as may be otherwise indicated in specific documents within the website, you are authorized to view, play, print and download documents, audio and video found on our website for personal, informational, and noncommercial purposes only. You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the website. Except as authorized under the copyright laws, you are responsible for obtaining permission before

reusing any copyrighted material that is available on the website. For purposes of these Terms, the use of any such material on any other website or networked computer environment is prohibited. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the website and Service. The website, its Content and all related rights shall remain the exclusive property of Secrid Inc. or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on these website.

## **2 – ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **3 – GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **4 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We attempt to ensure that information on this website is complete, accurate and current. Despite our efforts, the information on this website may occasionally be inaccurate, incomplete or out of date. Except as prohibited by applicable New York law, we make no representation as to the completeness, accuracy or currency of any information on this website. For example, products included on this website may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on this website. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

## 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 6 - CONDITIONS FOR PERSONALISED SECRID PRODUCTS

Personalising a Secrid product involves using our digital engraving tool ([customise-secrid.com](http://customise-secrid.com)) to inscribe custom text and/or designs onto the aluminium cardprotector. This makes the finished product unique and specific, according to your wishes.

You have full control over the entire creative process resulting in a product that reflects and fits your style.

There are however a few rules to the game:

### 1. Engraving conditions

- It is only possible to engrave on the aluminium cardprotector.
- The engraving is light or dark depending on the colour of the Cardprotector's aluminium.

Once a Secrid product has been personalised by using our engraving services, it cannot be returned for a refund or exchange. Therefore, the reflection period does not apply to personalised Secrid products. Once your order is confirmed and processed, it cannot be canceled or altered. This policy is due to the customised nature of the product. Misspellings are at your own risk. Be mindful that colours shown may vary due to differences in monitors. You are responsible for proofreading and approving the final preview before placing your personalised order.

### 2. Misspellings and colour variations

Misspellings are at your own risk. Be mindful that colours shown may vary due to differences in monitors. You are responsible for proofreading and approving the final preview before placing your personalised order.

### 3. Longer delivery time

Engraving your Secrid product may cause delivery times to be slightly longer than non-personalised, please keep this in mind.

#### 4. Ethical standards for engraving

We are committed to upholding ethical standards in all our operations. To protect our brand image, we reserve the right to reject and refund orders that contain prohibited content as described above. We strive to make this policy clear to all customers to avoid any misunderstandings. Therefore, we will not process orders that contain any content that:

- violates or infringes in any way upon the rights of others;
- contains words or expressions of bigotry, racism, hate speech, abusiveness, vulgarity or profanity;
- is insulting, discriminatory, obscene, offensive, pornographic, sexually explicit or indecent;
- depicts violence of any kind, especially those involving animals and minors;
- makes libellous or defamatory comments about others;
- references drugs including drug paraphernalia, weapons or firearms;
- references political affiliations including not limited to, political ideologies, opinions, parties, organisations, campaigns, and engagement in political discourse;
- constitutes or encourages conduct that would be a criminal offence, give rise to civil liability or otherwise violate any law;
- is contrary to public decency, morality or can be considered offensive to the general public.

To protect our brand image, we reserve the right to reject and refund orders that contain prohibited content as described above. We strive to make this policy clear to all customers to avoid any misunderstandings.

#### 5. Intellectual property rights

You warrant that the content does not infringe on the intellectual property rights of others. Secrid reserves the right to reject and refund orders where Secrid has reasons to believe that the requested content infringes such intellectual property rights.

### 7 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return & Refund Policy.

### 8 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **9 – THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **10 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely

responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **11 – PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. Please read our Privacy Policy linked to here.

## **12 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **13 – DISCLAIMER**

Except as prohibited by applicable New York law, the information, materials and Services provided on or through this website are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Except as prohibited by applicable New York law, neither Secrid, nor any of its respective affiliates (i) warrants the accuracy or completeness of the information, materials or services provided on or through the website or (ii) makes any commitments or assumes any duty to update such information, materials or services.

Neither Secrid, nor any of its respective affiliates, warrants that the functions contained in this website will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components.

Except as prohibited by applicable New York law, we hereby disclaim all warranties of any kind, either express or implied, including, any implied warranties with respect to the products and services listed or purchased on or through this website. Without limiting the generality of the foregoing, we hereby expressly disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation, except as prohibited by applicable New York law. We make no warranties to those defined as “consumers” in the Magnuson-Moss Warranty Act.

## **14 – LIMITATION OF LIABILITY**

Your use of the website is at your own risk. You agree that our sole obligation to you is to provide the website “as is.” Except as prohibited by applicable New York law, neither Secrid nor any of its employees, officers, directors nor any of its agents or any other party involved in creating, producing or delivering the Website shall be liable to you or to any third party for your use of, or

the inability to use, the Website and its Content except in cases of (a) gross negligence, recklessness, or an act of knowing or intentional willful misconduct; or (b) a violation of a consumer protection statute in connection with the Website.

Except as prohibited by applicable New York law, in no event will Secrid or any of their respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation, production or transmission of this website, be liable to you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of the Website, any websites linked to this Website, and its Content, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Please refer to your local laws for any such prohibitions. **NEW YORK RESIDENTS:** With respect to these Terms, the provision concerning the exclusion or limitation of certain damages is not applicable in New York with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Please refer to Section 16 below.

In the event of any problem with this Website or any Content, you agree that your sole remedy is to cease using this Website. In the event of any problem with the products or services that you have purchased on or through this Website, you agree that your sole remedy, if any, is from the manufacturer of such products or supplier of such services, in accordance with such manufacturer's or supplier's warranty, or to seek a return and refund for such product or services in accordance with the returns and refunds policies posted on this Website. Except as prohibited by applicable New York law, in no event shall Secrid's total liability to you for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the greater of (a) fifty dollars (\$50.00) or (b) the value of your purchase on the Website.

## **15 - LEGAL NOTICE TO NEW YORK RESIDENTS**

No provision in these Terms shall apply to any consumer in New York if the provision limits redress for/under: (i) Secrid' tortious actions (e.g., negligence, failure to exercise a basic standard of care, failure to avoid creating an unreasonable risk of harm); (ii) the New York Products Liability Act, N.J.S.A. 2A:58C-1, et seq. (i.e., the statutorily imposed duty to refrain from manufacturing and selling dangerous products, with the possibility of punitive damages for violations thereof); (iii) the New York Punitive Damages Act, N.J.S.A. 2A:15-5.9, et seq. (i.e., the statutory right to pursue punitive damages in the event of harm caused by actual malice, wanton and willful disregard, reckless indifference); (iv) the New York Uniform Commercial Code (i.e., a comprehensive statutory regime governing the rights and duties of buyers and sellers with respect to contracts for the sale of goods, with the possibility of damages for economic and property harm); and (v) Secrid' failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft, as regulated by the Federal Trade Commission and the Federal Communications Commission, and as governed by the New York Identity Theft Protection Act, N.J.S.A.56:8-161, et seq., and the New York Consumer Fraud Act, N.J.S.A. 56:8-3, et seq.). With respect to these Terms, the provision concerning the exclusion or limitation of certain damages is not applicable in New York with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property.

## **16 - INDEMNIFICATION**

Except as prohibited by applicable New York law, you agree to defend, indemnify and hold Secrid and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to any violation of these Terms by you or your

authorized users, or in connection with the use of the website or the Internet or your purchases or the placement or transmission of any message or information on this website by you or your authorized users or your violation of any law or the rights of a third party.

## **17 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **18 - ACCESS AND INTERFERENCE**

You agree that you will not use any robot, spider, scraper or other automated means to access the website for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the website or any activities conducted on the website; or (iii) bypass any measures we may use to prevent or restrict access to the website.

## **19 - FORCE MAJEURE**

Neither Secrid nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## **20 - RELEASE**

In the event that you have a dispute with one or more other users of the website, you release Secrid (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **21 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **22 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **23 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Netherlands. You consent to the exclusive jurisdiction of the courts of the Netherlands.

## **24 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **25 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [customerservice@secred.com](mailto:customerservice@secred.com).

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.