

Terms of use Payswitch.com Superfoon b.v.

Thank you for deciding to purchase credits. These terms of use apply to any use of Payswitch.com. By purchasing and using credits, you confirm that you have read, understood, and accepted the terms of use.

You are kindly requested to read these Terms of Use carefully before you buy and use credits.

Any further use of Payswitch.com implies full acceptance of its terms of use. If you are hindered by reading these conditions, or if you do not agree with its content, Superfoon b.v. advises you not to purchase or use any credits. Superfoon BV can change these terms of use at any moment. The amended version will take effect thirty (30) days after the date of publication of this.

If you do not accept these changes, you can stop using Payswitch.com.

Any use after new or adjusted entries to the terms of use go into force of the means you accept the new terms of use.

1. Legal information about Superfoon b.v.

The Payswitch.com system an online system and hosted under the responsibility of Superfoon b.v. whose address and further data are the following:

- Registered office (address): Westblaak 92 Unit 3.26 3012 KM Rotterdam, the Netherlands
- Correspondence address: Westblaak 92 Unit 3.26 3012 KM Rotterdam, the Netherlands
- General email address: contact (at) superfoon.nl
- Telephone number: +31 88 088 0801
- VAT: NL008691903B01
- Chamber of Commerce number 24235165

2. Privacy and personal data

Superfoon e.g. takes the utmost care of protecting personal data for users of Payswitch.com. For additional information, please refer to the Privacy Statement at www.Payswitch.com.

3. Terms of use for Payswitch.com

You must be at least eighteen years old or - if applicable law requires you must be older to use the Services legally - at least as old as required in that legislation. In order to use credits, the user must register via a register mobile phone number.

Utilizing its online platform, Superfoon b.v. gives you access to the Services and presents you with the ability to pay for the Services through its online platform.

The fee you pay relates to the use of the Services. Superfoon b.v. uses Third-Party Support Services on its payment methods (such as telecom operators, credit card companies, or companies that handle electronic payments) to execute the payment transactions.

4. Buying credits

Credits can be purchased and paid for via Ideal (Netherlands), Bancontact (Belgium), Giropay (Germany), Sofort, (America), Visa / Mastercard.

5. Use of Credits

Credits can never be exchanged for local currency. Credits are exchangeable for services offered by Superfoon BV on websites or by telephone. The purchase of products and services is only possible if the credit balance is sufficient. It is possible to purchase credits.

Superfoon BV can change the prices of products and services that it offers at any time without prior notice. You agree that the offer of products and services that can be paid for with credits can vary and that Superfoon BV has no obligation to supply a specific product or service.

Credits that have not been used for a product or within six (6) months of purchase will be canceled. However, this is not the case if mandatory legal provisions forbid this.

6. Restriction or Denial of Access to Payswitch.com

In case of fraud, abuse, or unlawful use of Payswitch.com, or if you violate one or more obligations under these terms of use Superfoon e.g. the right to access your account or have your access to Payswitch.com temporarily restricted or blocked. This may happen with immediate effect and does not give you the right to any compensation. The limitation or blocking will be within a reasonable timeframe and limitations/blocks are canceled when Superfoon b.v. determines that you have fulfilled your obligations, or when you have in writing pledged to fulfill them in the future.

7. Dissolution of the agreement using Payswitch.com

Your agreement with Superfoon b.v. can become wholly or partially dissolved in case of Fraud, abuse, or illegal use of credits. With such dissolution you are not entitled to any compensation and all your credits will expire. The dissolution can take place without the intervention of a court or other formalities. This is without prejudice to the other rights granted by law.

8. Deleting your Payswitch.com account

If you delete your Payswitch.com account yourself, your agreement with Superfoon is dissolved. In this case you are not entitled to any compensation and your credits expire. You can delete your Payswitch.com account by yourself in the phone menu 876 and confirm the cancellation of your account. Please be aware! This action is irreversible.

After deleting your account, your phone number will be changed to an administrative number.

9. Termination of your account and termination of Payswitch.com

Superfoon e.g. may discontinue Payswitch.com at any time. In addition, Superfoon b.v. may terminate your access to Payswitch.com, subject to a term of thirty (30) days.

Cancellation or termination does not entitle you to compensation. In any such scenario Superfoon inform you via SMS, after which you will be given a period of thirty (30) days to use up your balance credits. Except when provided by law or regulations that do not allow this. The remaining credits cannot be exchanged for real world currency. All credits that are not used up within these 30 days will expire.

You always have the right to stop using credits. Your remaining credits can then not be exchanged for normal money.

10. Taxes

The tax included in credits is that is charged by Superfoon b.v. is paid to the Tax authorities. All other charges resulting from possession of credits are at the discretion of the user.

11. Duty of care

You acknowledge and agree that you are solely responsible for your account and credits. You are fully responsible for taking the necessary precautions to ensure you prevent access to your account and password from third parties. This is to prevent third parties spending your credits without your permission. You should report every possible case of loss, report the theft, misuse and forgery of your account or credits as soon as possible.

Superfoon e.g. will endeavor to make reasonable efforts prevent or limit further damage.

Superfoon e.g. will not compensate for any damage or loss of credits.

Superfoon e.g. strives for good services and will make all reasonable efforts to allow you to dispose of your credits without any disturbance. However, Superfoon does not guarantee that you can access your credits at any time without any interruption, because it is impossible to completely reduce the risk of technical failure.

12. Liability

Superfoon e.g. uses various specialized processing companies for the purchase of Credits via various payment systems (telephone, online banking, credit card, etc.). In case of intent, fraud or gross negligence, Superfoon b.v. in no way liable for errors and / or negligence with regard to the processing of purchase of credits.

If Superfoon e.g. becomes aware of a processing error, Superfoon b.v. will try and correct this error. If you received more credits than you were entitled to, then Superfoon will deduct these credits from your balance.

If you received fewer credits than you were entitled to (or if more credits were deducted than the service price you used), Superfoon b.v. will transfer the difference to your account, insofar as an error has actually occurred and Superfoon has been notified by email within thirty (30) days of the date on which the error happened.

If Superfoon e.g. should be liable on any ground in the context of credits, this liability is limited to the equivalent of the number of credits in your account the moment the damage occurs.

The compensation can only consist of adding credits to your account.

The liability of Superfoon b.v. will in no case give rise to a compensation for indirect damage, indirect damage or consequential damage (such as, but not limited to, loss of time, emotional damage, loss of opportunity, loss of data, loss of profit, etc.). Nothing in these terms of use excludes the liability of Superfoon b.v. in front of intent, fraud or gross negligence of Superfoon b.v.

13. Legal validity of the terms of use

The nullity and / or impracticability of one or more provisions from this terms of use are without prejudice to the validity and enforceability of the other provisions. If one or more provisions and completely or partially invalid and / or is deemed or declared impracticable, it will be replaced by an appropriate valid provision, which is as much as possible in line with the original objectives of the invalid

determination.

14. Changes to prices and terms of use

Superfoon e.g. has the right to change the services and prices that are on its Website published at any time and thereby is allowed to change, update, or modify the provisions of this User Agreement. It's your responsibility to check these Terms of Use regularly. If you continue to use Payswitch.com after the effective date of the changes you automatically agree to and accept the changes.

In addition, Superfoon b.v. is not liable for any harmful consequences that may arise from the changes made to the content of this Website or these Terms of Use.

This site is subject to an exception to the right of withdrawal because it regards a digital product. Therefore, there is no right to reclaim purchased credits.

15. Force majeure

Superfoon b.v is not responsible for cases of force majeure, i.e. situations where its made very difficult for Superfoon b.v to fulfill its obligations written in this agreement. This includes: natural disasters, riots, war and military operations, national or local emergencies, acts or government negligence, economic disputes of any kind, actions of employees, fire, telecom problems, "bugs" in third party software, flooding, lightning, explosions, collapses, as well as any act or omission of a person or entity that falls outside the reasonable control and power of Superfoon b.v.

16. Applicable law and competent courts

This User Agreement is governed by Dutch law. Any dispute that arises from or is related to the use of our Website or that arises from the acceptance, interpretation or compliance with these terms of use and / or the Privacy Statement will fall under the exclusive competence of the court of Amsterdam who will apply Dutch law, to the exclusion of the rules of the private international law.

17. Refunds and Complaints

Superfoon e.g. decides autonomously whether a customer's purchases can be refunded and this only when specific circumstances justify it (eg technical issues). Superfoon B.V. can reimburse the customer by adding extra credits to their account or by making a refund if the payment method allows this. For the decision in connection with a complaint, Superfoon b.v. may interpret and view other available information like necessary system log files. For complaints and refunds you can contact Superfoon b.v. by email and phone.

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