

# Terms and Conditions - v2

Small dreamfactory

09-09-2022

## Cancellation and return policy

If the product does not meet your expectations, and hasn't been used, it can be send back until 14 days after being delivered. If the item is returned unused and in original conditions, I will give a full refund. The refund will be paid within 14 days after receiving the returned items. Return shipping is for the responsibility of the buyer. Please, contact me first, before returning an item.

## Postage and payment policy

- At the moment we only ship within Europe.

## Delivery

Your order should be delivered to you within 3-7 business days after payment. At peak season delivery time might be longer. We will not send your order until payment is received.

## Complaints

If you are a consumer and we have made a contract with you by electronic means you may be entitled to use an EU online dispute resolution service to assist with any contractual dispute you may have with us. That is at <http://ec.europa.eu/odr>."

## Applicable law

Dutch law applies to the offers/agreement and further agreements. All disputes, of whatever nature - including those that are only considered by one of the parties as such - which occur with reference to the offer/agreement and further agreements between the parties, are settled by a competent court in the district of Amsterdam, unless the law explicitly appoints another court.

## Privacy policy

If you place an order in our webshop we collect and use your personal data to process your order and also for administrative obligations. We respects your privacy and we are committed to protect your personal data. In this privacy policy we explain why and how we are using your data.

## Place an order

If you place an order in our webshop we collect and use your personal data. This concerns the following data: Name, address and e-mail address. Optionally, you can also enter your telephone number. We use your e-mail address to inform you about your order and in case you bought a digital product, to send you your Ebook. We use your phone number in case it is not possible to contact you by e-mail. Your e-mail address and phone number can also be used by the post services to keep you informed of the shipment of your order and to contact you if there is something wrong with your shipment. We use your address when you buy a physical product in our webshop, to ship the product, but also for administrative obligations. We will only keep your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for ten years after they stop being customers for tax purposes.

From January 1st 2015, all digital goods sold to EU consumers will incur a sales tax (VAT) based not on the seller's location but on the customer's location. By law we need to have two non-conflicting pieces of proof of the customer's location. This could be for example the invoice address, IP address or bank account address. In order to collect information about your location, you will be asked to fill in your address in you buy a digital product. We collect the second piece of proof through your payment option. If you choose to pay by Pre Transfer this will be your bank account address. If you pay by PayPal this will be the verified address of your Paypal account. If you choose a different payment option this will be the IP address of the computer network with which you made the payment. Evidence need to be stored for ten years.

Information from your order can be used as anonymous data for statistical purpose.

## Newsletter

If you wish to receive a newsletter we need to save your e-mail address and the language you prefer. You may unsubscribe at any time by clicking the unsubscribe link in any content email you receive.

## Passing on data to third parties

We pass data to third parties if and to the extent necessary for the performance of the contracts we have with you or in order to enforce any claims we are entitled to, if we are required by law or ordered by a court to disclose such information or if such information is requested by government agencies, including, without limitation, law enforcement and supervisory authorities. We are not responsible for mistakes of third parties.

The third parties we use to process your order and for administrative obligations are:

- Administrative service providers
- My on-line store
- Postal /Delivery services.
- API - partners (payment transactions)
- MailChimp
- Strato Cloud storage

## Disclosure, rectification, deletion of personal information

You have the right to obtain confirmation and disclosure of personal data we hold about you at any time. You also have the right to have your personal data corrected, blocked or deleted if the statutory conditions for this are met, respectively. If we have stored any incorrect information about you, please let us know and we will correct it. For corrections, please contact us at the postal or email address indicated above. Personal data will be deleted if their collection or processing was unlawful from the outset, if their processing or use turns out to be unlawful due to circumstances that arise subsequently or if we no longer need to know such data to fulfil the purpose of their

processing or use. Only data we need to complete any tasks that remain outstanding or to enforce our rights and claims, and data we are required to retain by law will be excluded from deletion.

#### Complaints

If you are not satisfied with how we handle your data, you can file a complaint with the supervisor of the country where you are established.

#### Contact information

Small Dreamfactory  
Ritzema bosstraat 1 - 1 hoog  
1097GW Amsterdam  
The Netherlands

+31 (0)620814326  
info(at)smalldreamfactory(dot)com