

# Terms and Conditions - v4

The Analogues Shop

28-08-2019

## Terms and Conditions

Last updated: February 22, 2019

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://www.theanaloguesshop.com> website (the "Service") operated by Over Easy B.V. ("us", "we", or "our"). Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

## Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Over Easy B.V. and its licensors. The Service is protected by copyright, trademark, and other laws of both the Netherlands and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Over Easy B.V..

## Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Over Easy B.V.. Over Easy B.V. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Over Easy B.V. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third- party web sites or services that you visit.

## Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

## Limitation Of Liability

In no event shall Over Easy B.V., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Over Easy B.V. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function

uninterrupted, secure or available at any particular time or location; b) any

errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

#### Governing Law

These Terms shall be governed and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

#### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

#### Contact Us

If you have any questions about these Terms, please contact us.

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment methods. Payment is to be made to Klarna.

Pay in [14] days: The payment period is 14 days from shipment of the goods or tickets/ availability date of the service. You can find the complete terms and conditions for the markets where this payment method is available here:

United Kingdom, Germany, Sweden, Norway, Denmark, Finland, Austria and the Netherlands.

The payment methods Pay in [14] days, Slice It and direct debit are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on [klarna.com](https://klarna.com)

. Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarnas privacy statement.

#### Returns and Refunds Policy

Thank you for shopping at The Analogues Shop.

If you are not entirely satisfied with your purchase, we're here to help.

Our products can be returned within 15 days of the original purchase of the product. A new product may be exchanged for another product or returned for a refund.

To be eligible for a return, please make sure that:

The product was purchased in the last 15 days The product is in its original packaging

The product isn't used or damaged

Products that do not meet these criteria will not be considered for return. Please contact us before you send the product:

By email: [Info@theanaloguesshop.com](mailto:Info@theanaloguesshop.com)

By visiting this page on our website: <https://www.theanaloguesshop.com/contact>

Send the product with its original packing to:

The Analogues Shop Tesselschadestraat 20 1054 ET Amsterdam The Netherlands

#### Shipping charges

Shipping charges incurred in connection with the return of a product are non-refundable.

You are responsible for paying the costs of shipping and for the risk of loss of or damage to the product during shipping, both to and from The Analogues Shop.

#### Damaged items

If you received a damaged product, please notify us immediately for assistance.

#### Sale items

Sale items can be refunded.

#### Contact us

If you have any questions about our Returns and Refunds Policy, please contact us:

By email: [Info@theanaloguesshop.com](mailto:Info@theanaloguesshop.com)

By visiting this page on our website: <https://www.theanaloguesshop.com/contact>