



GreenOnline

Terms and Conditions Statement

Version 1.4 – 14/03/2023

1. Definitions

- 1.1. Cancellation Services: as defined in Article 2.2.
- 1.2. Websites: Moneytoring.com, opzeggen.nl, opzeggen.be, kündigen.de, cancelar.es, resilieronline.fr, disdettonline.it, kuendigen.ch, comment-resilier.be, contractterminator.pl are an initiative of GreenOnline BV (www.greenonline.nl) registered in the Chamber of Commerce in The Netherlands with the number 34202424 and with the VAT number NL8129.38.124.B01.
- 1.3. Subscription: all consumer contracts for goods and services with a recurring payment.
- 1.3. Service Provider: the third party You have contracted for a Subscription.
- 1.4. Cancellation guarantee: guarantee offered by GreenOnline on all cancellations that are sent by GreenOnline.
- 1.5. Terms and Conditions: these Terms and Conditions applicable to all services provided by GreenOnline B.V.
- 1.6. You: the consumer who is 18 years or older and not subject to any type of guardianship and who uses the Cancellation Services.

2. Cancellation Services

- 2.1. These Terms and Conditions apply to all services provided by GreenOnline including services provided through third parties.
- 2.2. The Cancellation Services allow You to cancel Your ongoing subscriptions by cancelling such subscriptions on Your behalf. GreenOnline does this by sending your cancellation via mail, fax, e-mail, PEC and/or another means of communication to the relevant Service Provider.
- 2.3. In order to cancel subscriptions on Your behalf, You grant GreenOnline a revocable power of attorney to cancel a certain subscription. If You decide to revoke the power of attorney, GreenOnline will no longer be able to assist you in cancelling a subscription.



- 2.4. The Cancellation Services lead to an obligation of effort for GreenOnline. GreenOnline guarantees that the Service Provider will process the cancellation request, when the requested and correct data is provided by You and the subscription can be canceled. The end date depends on the terms of the Service Provider.
- 2.5. When specified terms in article 2.4. are met and the Service Provider refuses to process the cancellation, GreenOnline will contact the Service Provider in order to get the cancellation processed correctly. If necessary, GreenOnline will start a legal procedure to enforce the cancellation. GreenOnline will bear the cost for this procedure.
- 2.6. In order to use the Cancellation Services, you must be 18 years or older and not subject to any type of guardianship.

3. Fees

- 3.1. The Cancellation Services are provided to you either free of charge or for a one-time payment. Recurring payments are not used by GreenOnline.
- 3.2. If you make use of your right to withdrawal, the amount paid will be completely reimbursed. When the cancellation is already send by GreenOnline and You want it to be revised, You need to undertake the necessary action yourself. In case the cancellation has not yet been send by GreenOnline, the cancellation will be blocked and not send.
- 3.3. When you are unsatisfied with the Cancellation Service provided by GreenOnline, You can let us know and we will also refund the amount paid to GreenOnline for the Cancellation Service.

4. Communications

- 4.1. Communications between GreenOnline and You in connection with the Cancellation Services will be in electronic form.
- 4.2. GreenOnline will inform You through notifications and by sending You e-mails to Your personal e-mail address, unless a notification on paper is required by law.
- 4.3. Notwithstanding Article 4.1 of the Terms and Conditions, GreenOnline shall always be entitled to offer You additional means of communication, e.g. customer service by telephone.
- 4.4. Communication between You and GreenOnline will be in local language or any other language supported by GreenOnline.



5. Intellectual Property

- 5.1. GreenOnline (or a partner with whom GreenOnline cooperates) is exclusively responsible for and retains all right, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in all information and content (including all information, images, videos, databases and computer programs) available through in third parties' Apps that cooperate with GreenOnline to offer the Cancellation Services.
- 5.2. Any use of the Cancellation Services that go beyond normal use, in particular the private and commercial reproduction, modification, distribution or storage of information or files, in particular of texts, parts of texts, images and film material, requires GreenOnline prior express written consent. This also applies to inclusion in electronic databases and reproduction on DVD, USB drive etc. or any kind of social media, in applications or in the internet, as well as modification, distribution or other misuse. By downloading or sending the source code, You do not acquire any ownership rights to the underlying intellectual property.

6. Liability of GreenOnline

- 6.1. GreenOnline is only liable if:
 - 6.1.1. the cancellation pertains to a consumer agreement;
 - 6.1.2. the form for cancellation has been filled correctly and completely;
 - 6.1.3. You inform GreenOnline within 8 weeks of the cancellation date about your cancellation not being processed
 - 6.1.4. Cancellation of the subscription was legally possible based on the terms and conditions of the Service Provider.
- 6.2. GreenOnline shall only be liable for foreseeable losses and with a maximum of € 100,- (one hundred Euro). Liability for indirect damage, in particular consequential damage, unforeseeable damage or atypical damage as well as loss of profit shall be excluded. The same applies to the consequences of industrial disputes, accidental damage and force majeure.
- 6.3. GreenOnline shall not be held liable for damages arising to You as a result of contents published by GreenOnline or on behalf of GreenOnline.
- 6.4 GreenOnline shall not be held liable for the malfunction or disruption of third parties' IT systems through which Cancellation Services are provided.



6.5. The limitation of liability included in the Articles 6.2 to 6.4 shall not apply:

- 6.5.1. in cases of intentional or grossly negligent behavior on the part of GreenOnline or any of its vicarious partners;
- 6.5.2. to any damage arising from injury to life, body, or health resulting from a breach of duty by GreenOnline or any of its vicarious partners; and
- 6.5.3. to the breach of any obligations, the proper fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which You may reasonably rely.

7. Complaints

7.1 Should You be dissatisfied with the Cancellation Services, then we would like to ask you to file a complaint with info@greenonline.nl.

8. Transfer and Assignment

- 8.1. GreenOnline shall have the right to transfer or assign all of its rights and obligations under these terms and conditions to any third party. Such transfer of rights or assignment shall only take place if this will not significantly affect Your rights under the Terms and Conditions or if this is necessary for legal or regulatory purposes.
- 8.2. You shall not transfer any rights or obligations under this agreement to third parties.

9. Severability

9.1. If any provision of the present Terms and Conditions is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

10. Governing law

- 10.1. The Terms and Conditions shall be governed by the laws of the Netherlands.
- 10.2 The exclusive place of jurisdiction for all disputes arising from the Terms and Conditions shall be Amsterdam unless otherwise provided by mandatory consumer law.