

**1. Definitions and applicability**

1.1. In these terms of service, the terms below have the meaning indicated:

- Agreement:	The Agreement between the Customer and the Company pursuant to which Company has agreed to deliver or have delivered to the Customer the Products ordered by the Customer;
- Company:	Nicholas Lindsay 7 Mandaville Court B3M3H5 CA +19029569415 fitgoldshop@gmail.com
- Customer:	a (natural) person who visits the Website or places or wishes to place an Order;
- Game:	The computer game(s) titled: RuneScape.
- Other Services:	Services other than Physical Products and Virtual Goods offered and/or provided via the Website and related to the Game, such as services which will improve your character ingame;
- Order:	An order for a Product placed by a Customer on or via the Website;
- Physical Products:	Physical products offered by the Company via the Website such as apparel and physical merchandising products;
- Products:	The Virtual Goods, Physical Products and/or Other Services offered, delivered and/or provided via the Website;
- Virtual Goods:	Virtual in-game goods offered and/or provided via the Website and to be used in the Game, such as virtual game characters, virtual weapons, ingame currency;
- Website:	<a href="https://fitgoldshop.com/">https://fitgoldshop.com/</a>

1.2 These terms of service apply to every use of the Website, every offer and other communication of the Company on the Website, the Products offered and/or provided via the Website, Orders and all Agreements concluded and to be concluded between the Company and the Customer and all engagements pertaining thereto.

**2. Use of the Website**

2.1. By using the Website, the Customer confirms:

- 2.1.1. that these general terms of service apply and that it accepts these in full;
- 2.1.2. that it is a natural person, not acting in the scope of trading, commercial or professional activities, and that it is at least 18 years old;
- 2.1.3. not to use the Website for illegitimate purposes;
- 2.1.4. not to make any false or fraudulent Orders or other transactions;
- 2.1.5. not to use the Website for trading or commercial or professional activities;
- 2.1.6. that it knows the terms of use of the Game and that it has asserted that its use of the Website and the Products is not in breach of the terms of use of the Game;
- 2.1.7. to keep its (login) details of the Website or other (login) details provided by or on behalf of the Company confidential and to not provide such details to third parties;
- 2.1.8. that the information provided to the Company and/or through the Website is correct and complete.

**3. Offers, Prices and Agreements**

- 3.1. All offers are without obligation to the Company.
- 3.2. Products and prices for the Products displayed on or through the Website are indicative. The full and specified prices will be showed when the Customer selects a payment method.
- 3.3. Obvious mistakes or errors in an offer of the Products do not bind the Company.
- 3.4. Prices can be changed at any time. Except for what is stipulated in the foregoing, this will not affect Orders

confirmed by the Company.

- 3.5. The Price of a Product may be in a local currency or electronic or virtual currencies, whether regulated or unregulated.
- 3.6. Prices include any applicable VAT.
- 3.7. The Company may additionally charge transport costs, if applicable, the amount of which will be indicated by the Company.
- 3.8. Notwithstanding the foregoing, for Orders to be shipped internationally, additional turnover tax and import duties may apply, and will be borne by the Customer.
- 3.9. Orders placed by telephone are subjected to additional carrier fees, when the Customer calls the service number with a prepaid telephone contract. Carrier fees are displayed on the website of the carrier. The Company does its best to inform the Customer on the payment page about additional prepaid fees.
- 3.10. The Company is entitled to impose a limits on the amount of the Orders the Customer may place.
- 3.11. The Company may investigate, within the statutory parameters, whether the Customer can meet its (payment or other transaction) obligations and investigate all those facts and factors that are important for the responsible conclusion or performance of the Agreement. If on the basis of such investigation the Company has sound reasons for not entering into the Agreement, it is entitled to refuse or cancel an Order or request giving reasons or to attach special conditions to the performance of the Agreement.
- 3.12. The administration of the Company or third parties appointed by the Company applies as evidence, subject to evidence to the contrary, of the Orders placed by the Customer, of payments made and of deliveries carried out by the Company. Electronic communication can serve as evidence.
- 3.13. The Products shall have the qualities that the Consumer, given the nature of the object and the statements of the Company or otherwise via the Website, could reasonably have expected on the basis of the Agreement. If it does not, pursuant to Dutch law the Customer shall have the statutory rights of articles 7:17 and further of the Dutch Civil Code ("Burgerlijk Wetboek").

#### **4. Payment**

- 4.1. The Customer makes the payment in accordance with the payment methods offered on the Website and in accordance with the conditions stipulated.
- 4.2. The Company may demand that before its performance of the Agreement, the Price for the Products ordered and additional expenses are fully paid upfront.

#### **5. Delivery**

- 5.1. Virtual Goods will be delivered in-game, through the Game's in-game trading mechanism, to the Customer's account in the Game indicated by the Customer, within 72 hours upon the Order pertaining thereto.
- 5.2. Physical Products will be delivered to the address indicated by the Customer, within 14 days upon the Order pertaining thereto.
- 5.3. Other Services will be delivered in the manner indicated on or through the Website, within 7 days upon the Order pertaining thereto.
- 5.4. If for the delivery or performance of the Virtual Goods or Other Services it is necessary that the Company has access to the Customer's personal account in the Game, the Customer shall provide the Company such access. This may include providing the Customer's login details to its account of the Game.
- 5.5. If an Order comprises different Products to be delivered, the Company may decide to deliver in separate parts.

#### **6. Dissolution**

##### **6.1 Virtual Goods**

- 6.1.1. Insofar as the agreement pertains to sale of Virtual Goods, the following applies.
- 6.1.2. The Customer agrees by placing an Order that the Company may immediately start the performance of the Agreement and that the Customer waives its right, if any, to dissolve this agreement after the Company has started the performance of the Agreement.

##### **6.2 Physical products**

- 6.2.1. Insofar as the agreement pertains to sale of Physical Products, the following applies.

6.2.2. During a reflection period of fourteen days (hereinafter: the "Reflection Period"), the Customer is entitled to dissolve the Agreement without giving any reason (hereinafter: the "Right of Withdrawal").

6.2.3. The Reflection Period commences on the day on which the Customer or a third party designated by the Customer receives the Product. If the Customer has ordered several Products in the same Order, the Reflection Period commences on the day on which the Customer or the third party designated by the Customer has received the last Product.

6.2.4. During the Reflection Period, the Customer will handle the Products, the packaging and the labels with care. The Customer will only unpack or use the Product to the extent required to determine the nature and characteristics of the Product. The Customer may only use and inspect the Product as would be customary in a physical shop.

6.2.5. The Customer is liable for any decrease in value of the Product that results from any handling by the Customer in breach of the previous subparagraph.

6.2.6. If the Customer wishes to exercise his or her Right of Withdrawal, the Customer shall inform the Company within the Reflection Period by means of the return form (click here for the return form) or in another unambiguous manner.

6.2.7. The Customer returns the Product (together with, as far as applicable and delivered, its original labels, accessories, and packaging) at its own expense.

### **6.3 Other Services**

*6.3.1. Insofar as the agreement pertains to the delivery of Other Services, the following applies.*

*6.3.2. The Customer agrees by placing an Order that the Company may immediately start the performance of the Agreement and that the Customer waives its right, if any, to dissolve this agreement after the Company has performed the Other Services.*

## **7. Complaints**

7.1 The Customer can submit complaints per e-mail to be sent to [fitgoldshop@gmail.com](mailto:fitgoldshop@gmail.com).

7.2 The Company will handle complaints within fourteen days upon receipt of the complaint in said manner, and will reply within said period to the e-mail address indicated by the Customer. If it is foreseen by the Company that the complaint requires additional time to be processed, the Company will inform the Customer thereof and will give an indication of the expected additional processing time.

## **8. Privacy**

By providing his or her (personal) data, the Customer agrees that the Company may use these data to contact the Customer and process the data as described in the privacy statement [[LINK OPNEMEN](#)].

## **9. Other provisions**

9.1 In the event that one of these terms of service is null or void, this will not influence the other terms of service.

9.2 Company is entitled to review and amend these general terms of service at any time. The general terms of service are published at:

- RuneScape: <https://www.runescape.com/>

9.3 A deviation from a provision of these terms of service may only take place with the express written approval of the Company, in which case the other provisions of these terms of service shall remain in full force.

9.4 All rights and claims of the Company as stipulated in these terms of service and in any further agreements on behalf of the Company, are also stipulated on behalf of intermediaries and other third parties engaged by the Company.

9.5 The Company may involve third parties for payments of the performance of the Agreement. This shall in no event bring about an agreement between the Customer and such third parties.

## **10. Applicable law**

10.1 All Agreements and these terms of service are governed exclusively by Dutch law.