

PhotoRestyle is a trading name of ReturnPool B.V. based in the Netherlands. Before you begin using the PhotoRestyle services, you are kindly requested to read the below Terms and Conditions of Use. We have tried to make them as simple and straightforward as possible so please make sure to read them! By submitting a rendering request to ReturnPool B.V. you accept these General Terms and Conditions. If you do not agree with any of these terms, you are prohibited from using our services.

1. The photo rendering process will commence once we have received your rendering request, accompanied by all necessary data to enable the request to proceed. The agreement between you and ReturnPool B.V. is confirmed once you receive our email confirming your request activation. For the avoidance of doubt, once we have sent the confirmation email you can no longer cancel the agreement and you will be liable for all costs related to the request. The agreement ends after delivery of the rendered photo.

2. Payment must be done in advance, unless agreed otherwise. For repeating business customers a monthly post-pay billing process is negotiable.

3. Any indication as to the rendering time required to complete the request is an estimate; however ReturnPool B.V. strives to process your requests within 10 working days unless a different period has been agreed. If the execution of your request is delayed, or if it can not or only partially be fulfilled, you will be informed hereof within 30 calendar days after entering into the agreement. In exception to the provisions of Clause 1 of these Terms and Conditions, in this event you have the right to terminate the agreement without penalty and obtain, within 14 calendar days, a full refund of the amount you might have already paid.

4. When submitting a rendering request you are not allowed to submit content that: (a) is copyright protected unless you are the copyright holder, or (b) violates local or international laws.

5. ReturnPool B.V. claims no copyrights or intellectual property rights over your uploaded and rendered photos. You have the right to modify rendered photos, unless you have received a discount for allowing us to put the PhotoRestyle logo on your photo. In this case you are not allowed to make any modifications, including removal of the PhotoRestyle logo, to that photo.

6. ReturnPool B.V. reserves the right to retain and publish your pre- and post-rendered photos for advertising and marketing purposes related to PhotoRestyle. Photos will not be sold or transferred to third parties.

7. Warranty. The final rendering result depends on various factors such as photo quality and the angle at which the original photo was taken. If you dislike the result, this can be a matter of taste or bad quality of the styling/rendering. By using the services of ReturnPool B.V. you agree to accept the rendering result unless there is a clear case of gross negligence in the styling or rendering process. In case you are of the opinion that there is a case of gross negligence, describe your complaint in detail and submit this via the contact details displayed on the contact page.

8. Use of the website and PhotoRestyle services is at your own risk. The website/services are provided on an "as is" and "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9. The personal data you have provided when creating a PhotoRestyle request(s) will only be used by ReturnPool B.V. and its partners in relation to the payment and processing of your rendering request(s). Only when you have explicitly subscribed for this, personal data can be used to distribute our newsletters and other relevant promotional material. Your personal data will never be made available to or sold to outside parties without your prior consent.

10. The indicative prices are published on the website and are subject to change. Rendering requests will be invoiced according to the specifically agreed price arrangement that is in place at the time the request is submitted for rendering.

11. ReturnPool B.V. reserves the right to refuse a future rendering request or cancel/delay an existing request in the event that any outstanding invoices are overdue for payment or there are circumstances outside of the control of ReturnPool B.V. that prohibit (timely) completion of the request.

12. In no event shall ReturnPool B.V. or its partners be liable for any direct, indirect or consequential loss or damage whatsoever arising out of or in connection with the use of the PhotoRestyle services. We cannot guarantee 24/7 availability of our services. If a request cannot be executed with success we will contact you to seek further instructions.

13. You may not use PhotoRestyle rendered photos in a manner that competes with PhotoRestyle's business. This includes, by way of illustration only and not by way of limitation, displaying photos in any format (including thumbnails) for download on a website, offering PhotoRestyle rendered photos for sale, or including PhotoRestyle rendered photos in templates of any nature, including templates for websites, social networking websites, documents, projects or otherwise for distribution and/or sale to third parties.

14. ReturnPool B.V. makes no warranty that the website/services will meet your requirements, that content will be accurate or reliable, that the functionality of the website/services will be uninterrupted or error free, that defects will be corrected or that the website/services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

15. The materials contained in this website are protected by applicable copyright and trademark law. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

16. ReturnPool B.V. reserves the right to update, amend or alter these Terms and Conditions of Use at any time and your continued use of the website/services following any changes shall be deemed to be your acceptance of such change.

17. ReturnPool B.V. is a registered company in the Netherlands and adheres and operates solely under Dutch law. These Terms and Conditions shall be governed by and construed in accordance with the law of The Netherlands and by accepting these Terms and Conditions you submit to the exclusive jurisdiction of the Dutch courts.

18. Any translation of the English version of these Terms and Conditions is of non-binding nature. In case of differences between the translated versions and the English version of these Terms and Conditions, only the English version is legally binding.