

General business conditions of Hilaris

1. Business information

The general business information of Hilaris - the company behind Chiggy.eu - is listed below. These can also be found on the site www.hilaris.biz. The top four lines will be repeated on your invoice.

Hilaris VOF
Veenbies 7
5374 MG Schaijk
Nederland
+31 611-604057
contact@hilariz.biz
KvK number 51969874

VAT number NL850245953B01

An important advice is to contact us by e-mail in case of questions so we can take the time to give you a clear answer. If you still choose us to approach via phone it is good to know that only the normal rate will be charged by your phone provider, with no further premiums on behalf of Hilaris. It is not always possible to speak to you directly: leave your name, order number, address and / or phone number in the voicemail and we'll call/mail you back !

2. About these conditions

On all products and services offered, the following sales-delivery and payment conditions apply. These conditions can be found during the ordering process, but are also listed on the site as a web page and a downloadable and printable PDF. Alternatively a copy of these terms be sent to you free of charge. By confirming your order you indicate that you agree to the terms and conditions. Hilaris has the right to modify its terms.

3. Products

In Chiggy's WebShop at www.chiggy.eu we sell our products around the character Chiggy. It is also possible to purchase (digital) gift certificates. A third product type is the membership. These three species make up the total 'offer'.

If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.

The offer includes a complete and accurate description of the products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If Hilaris makes use of images these are a true reflection of the products and / or services. Obvious mistakes or errors in the offer is not binding Hilaris.

4. Membership

The WebShop system is also used to pay for one year memberships. This also makes it possible to buy membership gift certificates for someone else!

A membership gives access to additional materials on the site: more adventures, more games, more materials (especially in full color). There will at least be new activities and / or adventures added to the site monthly. Through the newsletter we can you keep informed of these additions.

Since everything (data, payment, access codes) will be processed online, immediately after you receive the confirmation email (s) you can access the additional activities and adventures.

Membership is applicable for a period of one year. We will send you a reminder one month before the membership expires to extend it. You can then choose to renew the membership.

Memberships can be purchased from all countries.

Per household / location, multiple memberships can be purchased. It is not allowed to share a membership with multiple homes / locations. When this happens it will be visible in the management systems of Hilaris. After a single warning email to the address associated with the login code used, repeated abuse will result in the membership being terminated unilaterally by us. In this case, the recipient is not entitled to a refund. The termination of the membership will be communicated by e-mail.

When a membership is purchased, a refund can never be given (because of the nature of the product/service bought. See also point 13)

5. Contests

For the contests on our site (participation rules apply which can be found on the site: to be read or first downloaded as a PDF file.

6. Prices

All prices in the Chiggy WebShop are in Euro, including VAT and excluding shipping costs.

7. Payments

To pay for your order, we use an online payment system from our supplier MultiSafePay. This makes it possible to pay by:

- iDeal
- Visa Creditcard
- Mastercard
- Mister Cash
- GiroPay

- Direct eBanking

When during the payment of an order you have to break off unexpectedly, the system will remember you later by email and still allow the payment for the order to be completed.

Hilaris can not be held liable for any errors caused by third-party systems (our suppliers). In case - due to any disruptions in the process - an article is not available anymore at the moment the payment actually succeeded, Hilaris can not be held responsible. Any missing item will be shipped to you as soon as possible. You will receive a message by email.

The ordered products are in all cases only shipped after receiving the full payment.

You can use a digital gift certificate in the payment process to make (part of) a payment. You must use the special code to enter (remember to activate the code). If you have money left over on the gift certificate this credit remains valid (for maximum 1 year). If you do not have enough balance on your gift certificate, you can pay the remainder via the system. Once the credit on a gift certificated is used, the code will be will not be usable anymore on the site.

8. Your information

The data you enter into the system through our site is not used for purposes outside of the business of Hilaris. We will not make your personal information available to third parties. We appreciate the trust you place in us, and will make every effort to protect your personal information. You always have the right to inspect or correct your stored personal information: You can access your account information via our website using the 'login' page in the site menu.

Your data will be used to deliver the product and prospectively (up to two times per year) to inform our customers on (new) products of Hilaris.

If you like you can sign up for the newsletter; to be fully informed of activities around Chiggy. You can at any time via your account information unsubscribe.

9. Delivery times

After receiving your payment the order will be sent within 24 to 48 hours (but for sure within 7 working days.) This is possible because in principle, only products can be ordered in the system that actually are in stock. The delivery period stated on the site remains only an indication and can not create any right or liability. Only properly filled in order forms will be accepted. You should therefore include a valid email address and telephone number to complete the order form.

10. Order information

Orders are confirmed via email. It contains all the information required, as our company information, delivery address, ordered article(s), total price, payment method, shipping and tax. This information will be sent to you by mail once during the ordering process. Status information about orders can be found on the website: please login first.

11. Shipping

Items are only shipped to a valid address in the Netherlands. (We are currently looking into options to ship abroad, probably restricted to EU countries. Please check with us first when planning to order from abroad.)

The articles are well packed and shipped to you via TNT Post. It is also possible to have the item sent directly to another recipient's address, for example in case of a gift. You can give a different delivery address during checkout.

In case of parcel shipments: When you have specifically indicated on the order form ("comments on this order") we can send you the track and trace code of TNT, so you can see where your products are in the delivery process.

12. Damage

Hilaris is not liable for any loss, damage or theft during shipping.

Hilaris represents the quality of the delivered items: We chose products that can not break down - excluding abnormal outside influences - to avoid problems for you and ourselves. The articles are carefully delivered. If you still receive an unacceptable product, please send within 2 days after receiving an e-mail to shop@chiggy.eu, with the description and picture of the defect and a copy of the invoice. We will then find a suitable solution and contact you.

Warranty / service is not applicable if changes were made in the article, or when defects are caused by incorrect / improper use or negligence.

If - after consulting with us - the product is returned to Hilaris, the customer pays the cost of return him/herself.

13. Buying remotely

When you buy any of our products, "you buy at a distance". In Dutch law, there are clear guidelines on this topic. In this distance selling, you are entitled to a respite of 7 days. The cooling-off period starts when you receive the product in your home; we use the delivery date the TNT track and trace service indicates. During this period, the buyer treats the product and packaging carefully. He will unpack or use the product only as much as necessary to assess whether he would prefer to keep the product. When you return the ordered product, the costs of shipping are for the client. Only when the product - and any accessories - are still in original condition, original

packaging and a copy of the invoice is enclosed, restitution can take place. Restitution is not applicable if changes were made in the article, or when defects are caused by incorrect/ improper use or negligence. Refund will in principle take place within 48 hours - at least within 7 working days - after receipt of the returned product. You will receive a message from us by e-mail when the money is transferred.

This reflection time associated with remote buying Hilaris is not applied to a membership for the WebClub:

- Because in this case the site can give you a good impression of the benefits of membership (Members only indication) > reflection time is not relevant.
- Because only a momentary access to the additional materials is sufficient to abuse the reflection time arrangement.

14. Usage

Hilaris can not be held liable for any damages whatsoever resulting from the use of the articles.

15. Contact

When you have any questions, comments or suggestions about articles or services, mail to: shop@chiggy.eu

16. Disputes

These general conditions are governed by Dutch law. Disputes are resolved by agreement between Hilaris and client wherever possible. If this proves impossible, disputes are submitted to the district court in Den Bosch. In no case can the liability of Hilaris be higher than the amount invoiced to the client.

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Hilaris

Schaijk, April 2011