

GENERAL TERMS OF SERVICE

Version 2.1

Last updated on 22-04-2021

OVERVIEW

This website is operated by MaVOL BV. Throughout the site, the terms “we”, “us” and “our” refer to MaVOL BV. MaVOL BV offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools, which are added to the current store, shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on FareHarbor B.V.. They provide us with the online e-commerce platform that allows us to sell our products and services to you. They are also responsible for all financial transactions made through our website.

The user is responsible for reviewing and accepting the terms and conditions of each partner before making a booking.

SECTION 1 – IDENTITY OF THE COMPANY

Name:	MaVOL BV
Address:	Kampstraat 14 6454 BG Jabeek The Netherlands
Phone:	+31 6 14 11 18 97
E-mail address:	mavol@live.nl
KvK number:	14103145
VAT number:	NL819563705B01

SECTION 2 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 3 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 4 - PURCHASING AGREEMENT

4.1. MaVOL BV's Services and Responsibilities

MaVOL BV provides the following online services:

- Displaying general information about our services;
- Displaying and listing the events organised by MaVOL BV;
- Accepting and processing your online orders for tickets to the event you wish to attend;
- Providing you with a confirmation number for your transaction and your e-ticket.

4.2. Ticket Sales, pricing and Availability

We do not guarantee the validity of tickets that were not purchased via our official sales channels. Pre-paid vouchers or e-tickets obtained from an unauthorised source, stolen, copied illegally or counterfeit will be seized and cancelled without compensation.

By purchasing a ticket from MaVOL BV, you declare and undertake that the ticket is purchased for own use without any commercial purposes; and will not be used for such purposes without the clear permission of MaVOL BV. To illustrate it with an example, the purchased tickets can not be sold to a third party in any circumstances, offered for sale with an additional fee or with any other way, used in promotions or other commercial purposes including advertisements, competitions and sweepstakes. To attempt or to actualize to sell the purchased ticket for a fee more than what is written on the ticket constitute valid grounds for distraintment of the ticket without the seller qualifying for a refund or other requests.

All quoted prices are in euros, including VAT unless stated differently in the description of the event. Prices for the services that are on our site or otherwise communicated, can be amended at any time by MaVOL BV. For ongoing agreements, the price both parties have agreed to remains valid.

The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or refund policies.

There is a preset limit for the number of tickets to be purchased from MaVOL BV for every event. This number is shown on the purchasing page. This application aims to prevent any unfair ticket purchases. Ticket Sales are subjected to be limited by a maximum number purchased per person and/or credit card; while it may be subjected to be limited by a maximum number purchased per household for some events. MaVOL BV reserves the right to unilaterally cancel the tickets that exceed the allowed number of tickets to be bought without a prior warning.

MaVOL BV cannot be held responsible for the availability of tickets for an event.

A purchased ticket is only valid **once** for the event described on the ticket. Several users cannot use a same ticket unless it's a Group Ticket. The conditions of a Group Ticket are specified in the description of the ticket.

All the purchased e-Tickets must be pre-printed before arrival on the event or be available on your Smartphone. If you can't show your e-Ticket, the driver has the ability to deny you access to the event without compensation.

You are responsible for keeping and preserving your ticket. Please keep your tickets in a secure place.

There are four classes of tickets available:

- Adult Ticket: valid for participants aged 12 years or older
- Child Ticket: valid for children aged from 6 till 12 years old
- Free Child ticket: valid for children under the age of 6 years
- Group Ticket: valid for groups of at least 8 adults

You are entirely responsible for the choosing of the ticket class when purchasing your tickets. The driver has the ability to deny you access to the event without compensation if the class of the purchased ticket does not correspond with your age or amount of participants in a group.

A child is defined as in the ticket class at time of purchase. All children must be accompanied by an adult.

Group tickets are not issued as individual tickets therefore groups must stay together at all times with the purchase of a Group ticket.

The purchased ticket remains the property of MaVOL BV and must be made available for inspection by the driver, guide or any official of MaVOL BV on demand.

4.3. Payment and Service Charges

Our website <http://www.zonnetreinmaastricht.nl/> uses FareHarbor B.V. payment platform for all financial transactions. For more information about the services FareHarbor B.V. provides, please check the General Terms of FareHarbor B.V..

Any tickets purchased on the MaVOL BV website might be subject to a credit card handling fee, which the bank charges for processing the payment.

You represent and warrant that any credit or debit card or other billing information that you provide to MaVOL BV is valid and accurate in all respects. You hereby authorize MaVOL BV to charge or debit your payment card or other account for the face value of any tickets you purchase, as well as any fees or other charges (such as taxes) that may be due in connection with any transactions you request through MaVOL BV.

4.4. Order Processing

Your order will be processed after your billing information has been verified. You will receive confirmation that your order was processed successfully via email shortly after the transaction is completed. If you do not receive an email confirmation of your purchase after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with MaVOL BV whether or not your order has been placed by contacting our customer support at the address provided below or emailing us at info@zonnetrein.nl.

4.5. Ticket Delivery Policy

MaVOL BV tickets can represent services or traditional tickets. Tickets will always be distributed in electronic format (e-Ticket) to the email you enter in connection with the purchase. MaVOL BV will send a receipt to your email immediately after your purchase. If you cannot find the ticket and/or receipt in your inbox, we recommend that you look in your spam folder. If you have not received your tickets one hour after your purchase you can contact info@zonnetrein.nl. Please note that you must print your tickets and bring them to the event, unless stated otherwise.

If you do not inform us of the non-receipt of tickets within a reasonable time (in any event least 72 hours before the event) we will have no liability to you. The Delivery of tickets is subject to the delivery company terms if tickets are not sent electronically.

4.6. Refund Policy

Before purchasing your tickets, it is your responsibility to carefully review all aspects of the event, including, event restriction, dates, pricing and charges. We will not issue any refunds for any lost, stolen, destroyed, or damaged tickets, or as under any other circumstances except in the limited cases explicitly described in these General Terms of Service. As previously stated, even if a refund is issued, the transaction fees will be deducted from the refund amount.

The user may apply for a refund prior to the event in question provided that tickets for the event are still on sale. If a ticket has to be cancelled, the user will be charged a cancellation fee depending on how far from the event date the cancellation occurs.

- 14 or more days prior to the event date – 10% of the total purchase amount
- 4-13 days prior to the event date – 30% of the total purchase amount
- Within 3 days prior to the event date – 50% of the total purchase amount
- Day of the event or no-show – 100% of the total purchase amount

The cancellation fees listed above apply to all bookings, unless stated differently in the description of the event.

To submit a refund request, please contact us at info@zonnetrein.nl. Your refund request will be answered and processed promptly. If you do not receive the reply within two business days, please call the office immediately. We will not be responsible if email, mail, or faxes fail to reach us.

Exchanges or refunds are prohibited for tickets that are lost, stolen, damaged or destroyed. Unused tickets are non-refundable once the event date has passed.

Should an event be cancelled MaVOL BV will inform the user prior to such cancellation and will refund to the user the ticket price minus the transaction fee.

4.7. Exchange Policy

At this time, we do not offer the possibility to make exchanges. You may request a refund (see the conditions above) for the purchased tickets and re-order new tickets for the event of your choice.

4.8. Attending the Event

The user is responsible for attending the event on time and on the right location as described on the purchased ticket. MaVOL BV cannot be held responsible for any delay on behalf of the user. When the departure time of the event has passed, the purchased ticket is non-refundable and cannot be used anymore.

The driver, guide or any official of MaVOL BV is entitled to prohibit the entrance of pets or animals (except for guide dogs).

The driver, guide or any official of MaVOL BV may also prohibit the user to bring food and drinks from outside into the train.

The driver, guide or any official of MaVOL BV has the right to cancel or terminate an event early without compensation in case the user does not respect these terms of service.

The driver, guide or any official of MaVOL BV holds the right to demand the departure of a user without compensation if this last turns unpleasant and / or if he shows disrespect to the material and / or the other passengers. In case of refusal on the part of the user the driver reserves the right to cancel or prematurely end the event without compensation for the participants.

MaVOL BV accepts no responsibility for any personal property of the user.

All children must be accompanied by an adult.

SECTION 5 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 6 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 7 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime

without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

By using our website site you agree to accepting, from time to time, email newsletters offering special customer offers or requests for feedback to help us monitor and improve our City Sightseeing tours and the service that we provide on them. You may of course unsubscribe from these newsletters at any time.

SECTION 8 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Refund Policy above (page 4).

SECTION 9 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 10 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 12 - PERSONAL INFORMATION

Our Privacy Policy governs your submission of personal information through the store.

SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 15 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall MaVOL BV, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 16 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless MaVOL BV and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 17 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 18 - FORCE MAJEURE

MaVOL BV shall not be responsible for any delay in, or failure of, the Service or the internet due to any occurrence commonly known as force majeure, including war, riots, embargoes, terrorism, strikes, or other concerted acts of workmen (whether of MaVOL BV or others) casualties or accidents, or any other causes, circumstances, or contingencies beyond MaVOL BV's control, which prevent or hinder the performance of MaVOL BV of any of its obligations listed in these General Terms of Service.

SECTION 19 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 22 - CONTACT INFORMATION

Questions about our General Terms of Service should be sent to us at mavol@life.nl.

MaVOL BV
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6454 BG Jabeek
The Netherlands