



GoCancel B.V.

Terms and Conditions

1. Definitions

- 1.1. Cancellation Services: as defined in Article 2.2.
- 1.2. GoCancel: GoCancel B.V., with registered address on Gustav Mahlerlaan 1025, 1082 MK Amsterdam, registered in the Netherlands Chamber of Commerce under number 83708847.
- 1.3. Service Provider: the third party You have contracted for a certain recurrent service or good (subscription).
- 1.4. Terms and Conditions: these Terms and Conditions applicable to all services provided by GoCancel.
- 1.5. 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 GoCancel including services provided through third parties.
- 2.2. The Cancellation Services allow You to terminate Your ongoing subscriptions by terminating such subscriptions on Your behalf. GoCancel does this by sending your termination via mail, fax, e-mail and/or another means of communication to the relevant Service Provider.
- 2.3. In order to terminate subscriptions on Your behalf, You grant GoCancel a revocable power of attorney to terminate a certain subscription. If You decide to revoke the power of attorney, GoCancel will no longer be able to assist you in terminating a subscription. Any fees due pursuant to these Terms and Conditions will still be charged to You.
- 2.4. The Cancellation Services lead to an obligation of effort for GoCancel. GoCancel cannot guarantee that the relevant Service Provider will execute the termination request because this is subject to the relevant Service Provider's reaction.
- 2.5. 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 free of charge.

4. Communications

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



4.5. Communications between You and GoCancel will be in English or any other language supported by GoCancel.

5. Intellectual Property

5.1. GoCancel (or a partner with whom GoCancel 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 GoCancel to offer the Cancellation Services.

5.2. Any use of the Cancellation Services that goes 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 GoCancel' 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. No copyrights or other ancillary copyrights shall be transferred. If the service is discontinued You are obliged to delete the software provided immediately. In all other respects, the legal limits arising from copyright law and other applicable legal provisions shall apply.

6. Liability of GoCancel

6.1. GoCancel is only liable if:

- the termination pertains to a consumer agreement;
- the form for termination has been filled in accurately;
- You have informed GoCancel within 8 weeks after the intended date of termination that the subscription termination was not executed by the Service Provider; and
- termination of the subscription is legally possible pursuant to the conditions of the subscription agreement.

6.2. GoCancel shall only be liable for foreseeable losses. 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. GoCancel shall not be held liable for damages arising to You as a result of contents published by GoCancel or on behalf of GoCancel.

6.4. GoCancel 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:

- in cases of intentional or grossly negligent behaviour on the part of GoCancel or any of its vicarious agents;
- to any damage arising from injury to life, body, or health resulting from a breach of duty by GoCancel or any of its vicarious agents; and
- 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. Amendment

7.1. GoCancel shall notify You of any proposed amendments to the Terms and Conditions no later than two weeks prior to their proposed effective date.

7.2. The amendments shall be deemed to have been approved by You, unless You indicate disapproval before their proposed effective date. In such a case, You may immediately terminate the business relationship with GoCancel. Disapproval of amendments to the Terms and Conditions on Your part could also lead to GoCancel no longer being able to provide the Cancellation Services to you and therefore termination of the business relationship with You on the day prior to entry into force of the amendments to the Terms and Conditions.

7.3. Notwithstanding Article 7.1, GoCancel shall always be entitled to add new services to the existing offering.

8. Termination

8.1. You may terminate the entire business relationship with GoCancel, or individual parts thereof, at any time without observing a notice period. GoCancel may terminate the entire business relationship with You, or individual parts thereof giving no less than one month's prior notice. Any fees due pursuant to these Terms and Conditions will still be charged to You.

8.2. Your and GoCancel's right to terminate the business relationship for good cause without observing a notice period shall remain unaffected. Examples of termination for good cause are repeated violations of the Terms and Conditions, a serious one-time violation of the Terms and Conditions, disapproval of amendments of the Terms and Conditions as set out in Article 7.2, or revocation of Your consent to the collection and use of data by GoCancel.

9. Complaints

9.1 Should You be dissatisfied with the Cancellation Services, then we would like to ask you to file a complaint with support@gocxl.com.

10. Transfer and Assignment

10.1. GoCancel 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.

10.2. You shall not transfer any rights or obligations under this agreement to third parties.

11. Severability

11.1. 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.

12. Governing law

12.1. The Terms and Conditions shall be governed by the laws of the Netherlands.

12.2 The exclusive place of jurisdiction for all disputes arising from the Terms and Conditions shall be the Amsterdam, unless otherwise provided by mandatory consumer law.

