

EPC-QR.EU | General Terms and Conditions

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Welcome to the EPC-QR.eu services.

These are the general terms and conditions of EPC-QR.eu (hereinafter referred to as the 'Website'), owned and run by Kampmation (hereinafter referred to as the 'Supplier'), a Nonprofit company registered with the chamber of commerce in the Netherlands under number 85375594.

This Website (https://epc-qr.eu) helps to generate a Quick Response Code according to the Guidelines to Enable Data Capture for the Initiation of a Credit Transfer version 3.0 which is defined by the European Payments Council.

Anyone (hereinafter referred to as the 'User') using this Website, shall agree to this document. If you do not agree to these terms and conditions, then you must not use or access the Website. As part of the Supplier's Services, personal data is processed. The Processing Agreement to which such processing is subject has been included and forms an integral part of these General Terms and Conditions.

There are 3 different types of Users:

- 1. Private Users; are anonymous Users and are only allowed to generate 100 private QR-codes a day.
- 2. Non-commercial Users, are not paying registered Users for non-commercial QR-codes.
- 3. Commercial Users are registered Users and pay to use the service for commercial QR-codes. All registered Users are administrated by their email address (hereinafter referred to as the 'Account'). Combined with a pin code (hereinafter referred to as the 'Key') the usage is released and administrated. The User is responsible for keeping this Key secret to prevent abuse by others.

If the Key is compromised, the Supplier must be notified immediately, to have the pin code changed. All these type of Users are displaying their generated QR-codes on invoices for the real end client (hereinafter referred to as the 'Originator') who will have to transfer the given amount to the Beneficiary. As the EPC compliant QR-code is only an aid for the Originator to prevent over-typing the transmission information, the User must not refrain to put this information as clear text besides this QR-code. The Originator remains responsible for the correct payment, but must be made possible to do so by the User. The Supplier is no party in this and can therefore not be liable for the correctness of the transaction.

For the Commercial User, every uniquely generated QR-code costs one credit.

As uniquely is defined in this case; the exact same text on the Uniform Resource Locator (colloquially termed a web address) within one month. This is protecting the User from chattering or stuttering applications calling the Website more than ones for the same QR-code.

Credits can be obtained for the User by creating invoices for any number of credits wanted.

These credits cost 1 eurocent each without discount. Discount can be given, depending on the use, such as provability of the User's company and the number of QR-codes generated per year.

This so called 'self-billing' invoice instantly gives the right to have a negative balance.

The created invoice is valid for 1 month.

If the invoice is paid in this time, the credit balance is raised with the number of credits from the invoice.

If the invoice is not paid and not valid anymore, it also doesn't count for the negative balance anymore.

The negative balance right is equal to the largest number of credits on any invoice ever paid or valid.

Refund of the remaining credits is possible at any time, terminating the account.

In the event of a dispute, the money paid for the credits can be refunded in a agreed proportion to the user's dissatisfaction, with a maximum of the full amount of the last paid credit invoice.

The invoices have a Value Added Tax exempt based on the <u>Dutch Small Businesses Scheme</u>.

In some countries the Reverse Charge of the VAT might be applicable for this B2B digital service.

On any modification of these General Terms and Conditions, the registered User will be notified by email on which the User has 30 days to decide to terminate the Account, if not agreed.

The User's own Terms & Conditions cannot be met if there are contradictions with this document, in that case the User should end the use of the Website.

The website is hosted by (and therefore depending on) multiple third parties:

WebaWere Internet Solutions B.V. Chamber of Commerce in the Netherlands number 24366368.

Responsible for domain and email, they have Dutch Terms and Conditions .

TransIP Group B.V., Chamber of Commerce in the Netherlands number 27366574.

Responsible for the hosting VPS, they have Dutch <u>Terms and Conditions</u>

It is not allowed to remove or hide the small watermark "epc-qr.eu" in the above right corner from the QR-code after generation. The euro logo in the center on the other hand, can be hidden with an option or on request a logo of the User.

The Dutch law is applicable for these services.

It is not allowed to use this Website from outside the SEPA region, which consists at this moment of 36 European countries.

On a malfunction of the Website the credit level shall be restored to the last known state in favor of the User.

This Website functions without cookies, therefore we don't need a Cookie Consent.

For private users only the usage data is stored for a maximum of 24 hours.

For non-commercial and commercial users these usage data is stored encrypted offline after 24 hours.

The credit usage itself is stored online on a per day base.

The personal information stored for registered Users is their email adres and their call name.

Contact: Menno Kampman owner of Kampmation

The Netherlands

E:epc-qr@kampmation.eu T:+31154550128

Chamber of commerce: 85375594 VAT Number: NL004087834B18