

# Terms and Conditions for Purchases - Eclectic Energies

## Definitions

The following definitions apply to this text. Definitions are in all uppercase.

- ECLECTIC ENERGIES is the website where products are sold, which is available on the internet domain [www.eclecticenergies.com](http://www.eclecticenergies.com).
- The ECLECTIC ENERGIES SHOP is the section of ECLECTIC ENERGIES where products can be purchased.
- The SELLER is Ewald Berkers (see Identity below), owner and creator of the website ECLECTIC ENERGIES.
- The BUYER is the one purchasing.
- A PRODUCT LICENSE comprises of the conditions under which a specific product is sold at the ECLECTIC ENERGIES SHOP.
- A DOWNLOADABLE PRODUCT is a product from the ECLECTIC ENERGIES SHOP, like a PDF or a software for Microsoft Windows, that can be downloaded as a file.
- A PAYMENT SUBSCRIPTION is a recurring payment at payment provider PayPal for a login account on ECLECTIC ENERGIES (for example the I Ching Journal).

## Applicability

These conditions apply to the English language part of ECLECTIC ENERGIES.

## Identity of the SELLER

Eclectic Energies  
Ewald Berkers  
Tolhuis 1432  
6537 PB Nijmegen  
The Netherlands

Dutch Chamber of Commerce nr.: 54787874

EU VAT nr.: NL001949066B56

## Contacting the SELLER

The BUYER can contact the SELLER for any issues regarding their purchase, by any of the contact methods mentioned on the contact page on the ECLECTIC ENERGIES website, or in the confirmation email that is sent directly after purchase. The contact page is linked to at the bottom of every webpage on the ECLECTIC ENERGIES website, and in the confirmation email of the purchase. In case of an actual purchase, the SELLER will respond to the initial contact within 24 hours. The SELLER will initially respond by email, from an email address that ends with "@eclecticenergies.com".

If it seems that the SELLER is not responding as stated within 24 hours, the BUYER is advised to check their Junk Mail filter for an email from the SELLER. The SELLER does not engage in activity that warrants blocking their emails with Junk Mail filters, but in practice, some filters do.

## Products

In the ECLECTIC ENERGIES SHOP, DOWNLOADABLE PRODUCTS and PAYMENT SUBSCRIPTIONS for login accounts are being sold. The SELLER warrants that they are the legal copyright holder and creator of the products offered.

It is not permitted to offer or publish products purchased at the ECLECTIC ENERGIES SHOP elsewhere. It is,

for example, not permitted to make any of the products from the ECLECTIC ENERGIES SHOP available on a website.

Software products sold in the ECLECTIC ENERGIES SHOP have a PRODUCT LICENSE, and can only be purchased by explicitly agreeing to it during the purchase process. After installing the product, the PRODUCT LICENSE is made available in the Windows Start menu of the application.

The products are sold on an "AS IS" basis, that is, the SELLER makes no warranties, except as specifically stated in this section of these Terms & Conditions.

DOWNLOADABLE PRODUCTS that are software are guaranteed to function as described on the Microsoft Windows operating system versions that are indicated on the corresponding product page in the ECLECTIC ENERGIES SHOP. The PDF files are guaranteed to be readable on commonly used software intended for that. On such software setups that allow printing of PDF files, the offered PDF files are guaranteed to be printable.

### **Payments**

The BUYER owns a DOWNLOADABLE PRODUCT only after the SELLER has received the payment for it and after the BUYER has downloaded it, and is not while the payment for it has been withdrawn in any way or refunded.

Login accounts are paid with a PAYMENT SUBSCRIPTION (a recurring payment) from PayPal. PayPal is expected to do a payment on behalf of the BUYER automatically every half year, if the BUYER has sufficient funds for that in their PayPal account.

A PAYMENT SUBSCRIPTION can be cancelled, that is, successive payments being halted, at any time (but not in the past). The BUYER can cancel their PAYMENT SUBSCRIPTION themselves at PayPal, and can also request the SELLER to do that for them.

ECLECTIC ENERGIES will send a notification preceding a PAYMENT SUBSCRIPTION payment, by email, to the BUYER, so as to give the BUYER the opportunity to cancel the PAYMENT SUBSCRIPTION before renewal. The email address to which this notification is sent is the latest one that PayPal has let ECLECTIC ENERGIES know.

### **Download links**

In the case of DOWNLOADABLE PRODUCTS, there is a link to a download page in the confirmation email that the BUYER receives upon purchase. With the hereafter mentioned exceptions, this download link is guaranteed to keep working as long as the website ECLECTIC ENERGIES is owned and made available by the SELLER. Exceptions are: When the BUYER has engaged in activity that goes against the PRODUCT LICENSE or these Terms and Conditions, or while the payment for the purchase is withdrawn in any way or refunded.

A confirmation email with the download link is sent directly when the payment for the purchase is received by the SELLER, and the ECLECTIC ENERGIES website is automatically notified of this by the payment provider. Almost always, this automatic notification is received immediately after payment of the purchase, but exceptions have been observed in the past, where this took 1 hour or, very rarely, even longer. While the automatic notification is not received, the download page will not display the download button. The BUYER is recommended to refresh the download page if the download button does not immediately appear, and to contact the SELLER if it still isn't there 2 hours after payment of the purchase.

### **Resolving issues**

For help with resolving technical or other issues that come up when trying to use a product purchased at ECLECTIC ENERGIES, the BUYER can contact the SELLER. Within reasonable limits, support for resolving such issues will be provided over email, or chat software like, for example, Skype, Google Meet, or Zoom, at the

SELLER's discretion.

### **Refunds**

In the ECLECTIC ENERGIES SHOP, only downloadable and online products can be purchased. Since such products cannot be physically returned (like, for example, clothing can), ECLECTIC ENERGIES imposes limitations to when refunds are granted.

To prevent a need for refunds, the ECLECTIC ENERGIES SHOP offers, next to the product descriptions, downloadable sample PDFs and webpages with screenshots of the software products. These are linked to in the product descriptions. The BUYER is expected to check these out before purchase. In the ECLECTIC ENERGIES SHOP, a warning is displayed when a clear source of problems seems to be present, like, for example, when a software product that only functions on Microsoft Windows is about to be purchased using a mobile phone. Because of these, the BUYER is expected to adequately know beforehand what is purchased, so that there is no need to purchase a product for trying, and a refund for that reason is never needed, nor granted.

A refund for a DOWNLOADABLE PRODUCT is possible when it doesn't function as described (or as can reasonably be expected) and the SELLER was given reasonable opportunity by the BUYER to resolve the issue, but the issue didn't get resolved.

A refund for a DOWNLOADABLE PRODUCT is possible as long as it hasn't been downloaded.

Refunds are only done when the BUYER explicitly requests one, within 30 days after the time of purchase, and the previously mentioned conditions are fulfilled. The BUYER for that needs to supply their email address that they have used for purchasing, and the name of the product that was purchased, and supply additional relevant information to the SELLER when requested.

The fee, that the payment provider withholds from the payment, is subtracted from the refunded amount, if that fee is not returned by the payment provider upon refund, unless the SELLER is responsible for disfunction of the product.

### **Invoices**

Invoices for products purchased at the ECLECTIC ENERGIES SHOP are not supplied by default. On request by the BUYER, an invoice PDF will be emailed to the BUYER. For that, the BUYER must provide their house or company address, and make it possible for the SELLER to check the correctness of that address.

### **Privacy**

When PayPal is used for payments, PayPal will supply ECLECTIC ENERGIES with the BUYER's name, company name if applicable, email address, payer id and country. With other payment providers, the BUYER will need to enter their name, company name if applicable, email address and country into a form on ECLECTIC ENERGIES. This information is, along with the purchase data, kept for book keeping. It is not used for sending commercial offers.

### **Applicable law**

In case of disputes, Dutch law applies.