General terms of service

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1. Provider and scope

These terms are offered by **Tessa Frankes, trading as House Arrow**, a Dutch sole proprietorship registered with the Chamber of Commerce under number **42070994**, at Meilag 24, 1619 XX Andijk, the Netherlands. Our VAT identification number is **NL005471818B29**. In these terms, "House Arrow", "we" and "us" refer to that business. Contact: contact@housearrow.org.

These terms cover products and services for which House Arrow is identified as the contracting provider, including those offered under separate brands ("services"). A brand name does not change the contracting party. These terms do not govern services supplied by another legal provider merely because that provider uses a similar name or links to this website.

These terms apply when they are made available to you before the agreement is concluded and incorporated into that agreement. Visiting this website alone does not create a paid service agreement. This version applies to agreements incorporating it on or after its publication date; publishing it does not automatically replace the terms of an existing agreement.

A "consumer" is a natural person acting outside their trade, business or profession. A "business customer" acts for business or professional purposes.

2. Your agreement

The offer or order describes the service, price, applicable taxes, payment arrangements, delivery or start date, duration and any renewal or cancellation conditions. An agreement is formed when we accept your order or when both parties otherwise agree to it. An automated acknowledgement of receipt is not acceptance unless it says so.

The agreement comprises the accepted offer or order, any agreed service-specific terms and these general terms. If they conflict, individually negotiated provisions take priority, followed by the accepted offer or order, then the agreed service-specific terms, and finally these general terms. Mandatory law always takes priority.

We make the applicable terms available in a form you can save. Required contract information and confirmation are provided on a durable medium, such as email. Our privacy notice explains data processing; accepting a service agreement does not itself constitute consent to optional processing.

3. Delivery and service standards

We supply the agreed service with reasonable care and skill and in accordance with its description and applicable law. Any agreed support, availability, delivery milestones and technical requirements are stated in the offer or service-specific terms. We do not promise uninterrupted availability unless expressly agreed.

Maintenance or security measures may temporarily affect a digital service. We give notice where reasonably practicable and limit disruption. Changes must not remove agreed rights or reduce the service contrary to the agreement or mandatory law. Where a change or failure entitles you to a remedy, the relevant rights to correction, price reduction, refund or termination remain available.

4. Accounts and acceptable use

If a service requires an account, provide accurate information, protect your credentials and tell us promptly about suspected unauthorised access. Use the service only within the rights granted in your agreement.

You must not use a service unlawfully, infringe another person's rights, upload unlawful content, misrepresent your identity, or attempt unauthorised access to or disruption of a system. Restrictions on copying or reverse engineering apply only to the extent permitted by law and do not remove mandatory statutory rights.

Where a service accepts user content, service-specific rules explain any moderation and related complaint or appeal process. We may take proportionate action against unlawful or materially harmful use, subject to section 10 and applicable law.

5. Content and intellectual property

You retain ownership of content you provide. You grant us the rights reasonably necessary to store, process and display that content to deliver the agreed service. This does not grant a general right to reuse your content for unrelated purposes. You are responsible for having the rights necessary to provide it.

Rights in our services, software, materials and branding remain with us or the relevant rights holders. Your agreement states the licence or other rights you receive. Ownership and licensing of commissioned work or other deliverables must be stated in the relevant agreement.

6. Prices, payment and invoicing

The price, currency, applicable taxes, payment schedule and any additional charges are disclosed before you commit to an order. Consumer prices include VAT and unavoidable charges. Business offers state how VAT is treated. You pay according to the agreed schedule.

Contracts, invoices and payment records may identify House Arrow even when you purchase through another brand. A payment provider may process payment on our behalf; using a payment provider does not itself change your contracting provider.

Contact us promptly if you believe a charge or invoice is incorrect. Statutory rights to dispute a payment remain unaffected. Any interest or collection charges for overdue amounts must comply with applicable law, including required notices and opportunities for consumers to pay.

7. Subscriptions and cancellation

A subscription's initial term, renewal arrangements, billing frequency and cancellation method are disclosed before agreement. Automatic renewal applies only where agreed and lawful. Cancellation takes effect according to the agreed conditions, subject to any more favourable mandatory rights.

You may cancel through the method stated for the service or contact contact@housearrow.org for assistance. Stopping use or deleting an account is not necessarily the same as ending a subscription; the service must explain the cancellation steps clearly. No cancellation condition limits a consumer's mandatory rights.

8. Consumer withdrawal and remedies

Consumers entering distance contracts generally have a statutory 14-day withdrawal period. Its start and any lawful exception depend on the type of purchase. Before you order, the service provides the applicable withdrawal information, any required model form and the means to exercise that right.

Where withdrawal is available, you can notify us by an unambiguous statement, including by email to contact@housearrow.org. You do not have to use a model form. Refunds and any return arrangements follow the applicable statutory rules.

Starting a service during the withdrawal period requires your express request where the law requires it. A proportionate charge for work already performed is payable only where the legal conditions are met. The right is lost on full performance only where the required express consent

and acknowledgement were obtained. For digital content not supplied on a tangible medium, loss of withdrawal rights on starting supply requires the applicable express consent, acknowledgement and confirmation; purchasing or using the content alone is not sufficient.

Consumers retain statutory rights concerning conformity, delivery, updates and remedies. Nothing in these terms removes rights to repair, replacement, price reduction, refund or termination where the law provides them. Any commercial guarantee is additional to those rights.

9. Liability

Consumers: liability is determined by applicable law. The business-customer limitations below do not apply to consumers.

Business customers: unless otherwise agreed, and only to the extent permitted by law, our aggregate liability arising from the affected service is limited to the greater of one hundred euros (€100) and the fees paid for that service in the twelve months before the event giving rise to the claim. Within those limits, we are liable for direct loss and exclude indirect or consequential loss, including lost profits.

No exclusion or limit applies to liability arising from our intent, gross negligence or deliberate recklessness, or to other liability that cannot lawfully be limited. Statutory rights of third parties, including data subjects, are not limited by this agreement. The enforceability of any limitation remains subject to applicable law.

10. Suspension and termination

Either party may terminate where the agreement or law permits. For a remediable material breach, we normally give notice and a reasonable opportunity to put it right before suspending or ending the service. Immediate proportionate action may be necessary to comply with law or address a serious security threat, fraud or unlawful use.

If we discontinue an ongoing service, we give reasonable advance notice unless prevented by law or urgent circumstances. We refund prepaid fees for the period we will not supply, except to the extent a different outcome is lawfully justified under the agreement. Your other statutory remedies remain unaffected.

The relevant service information explains available export or return arrangements for your content. Personal data is handled under our privacy notice and any applicable data-processing agreement. Provisions intended to survive termination, such as accrued payment obligations and intellectual property rights, continue to apply.

11. Personal data

Our privacy notice and any service-specific information explain personal-data processing. Where we process personal data on a business customer's behalf as a processor, the parties must also have an appropriate data-processing agreement. These general terms and a privacy notice alone do not replace that agreement.

12. Changes to these terms

New versions may be used for future agreements. An existing agreement may be changed only where that agreement and applicable law allow it. We will not treat a new website publication alone as acceptance of changed terms.

Where an agreed change mechanism applies, changes must have a valid reason, such as a legal requirement, necessary security measure or a reasonably necessary service change. We provide the amended text, reason and effective date in advance on a durable medium. If a change materially disadvantages you, you may end the affected ongoing service before it takes effect without a termination penalty, with a refund of unused prepaid fees, unless mandatory law provides a different or stronger remedy. Consent is obtained where required.

13. Complaints and governing law

Send questions or complaints to contact@housearrow.org, identifying the service and any relevant order or invoice. We will investigate and respond within a reasonable period, keeping you informed if more time is needed. You may also write to the address in section 1. Contacting us does not restrict your right to seek another remedy.

Dutch law governs the agreement. If you are a consumer, this choice does not deprive you of mandatory protection under the law that would otherwise apply. Disputes may be brought before the competent court under applicable jurisdiction rules. Consumers retain any right to bring proceedings in their country of residence.