

These terms and conditions were last updated on November 30th, 2020.

Terms and Conditions

Welcome to ScriptAndHands!

These terms and conditions outline the rules and regulations for the use of ScriptAndHands's website, located at scriptandhands.com and its subdomains. By accessing this website we assume you agree with these terms and conditions. Do not continue to use ScriptAndHands if you do not agree to take all of the terms and conditions stated on this page.

Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party" or "Parties", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Definitions

When using our service, you must provide an URL to any webpage you wish to process through our service. By webpage is meant; the page located at an URL (uniform resource locator). The definition of webpage content; anything that can directly, or indirectly, be retrieved from a webpage that was found at any, by you provided, URL. By indirectly retrieved content is meant; anything located at a different URL that is found by following the links provided on your webpage.

Privacy Policy

By accessing ScriptAndHands, you agreed to the ScriptAndHands's Privacy Policy. The privacy policy can be found in the footer of any ScriptAndHands page.

Google Recaptcha

For some pages we use Google Recaptcha to fight automated scripts. By using ScriptAndHands you also agree to the terms stated in (<https://policies.google.com/terms?hl=en>)

Intellectual Property Rights

Unless otherwise stated, ScriptAndHands and/or its licensors own the intellectual property rights for all material on ScriptAndHands. All intellectual property rights are reserved. You may access this from ScriptAndHands for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from ScriptAndHands.
- Sell, rent or sub-license material from ScriptAndHands.
- Reproduce, duplicate or copy material from ScriptAndHands.
- Redistribute content from ScriptAndHands.
- This Agreement shall begin on the date hereof.

Mailing List

When registering, you agree that mails could be sent to the email address that you provide. Emails that contain invoices cannot be stopped due to the obligation to provide these, however mails about updates will have a "remove from mailing list" link at the bottom of the email, which will permanently exclude you from receiving these.

Restrictions

You must provide your full legal name, a valid email address and other information we request in order to complete the registration process and use ScriptAndHands.

When using ScriptAndHands you must be at least 16 years old. If you are under the age of 18, you must have parental permission. In case you want to make any purchases and are under the age of 18, you must have parental permission to make these purchases.

You may not be a resident of, or have your company located in, a country that is financially sanctioned by the European Union. Neither may you use our service in one of these countries. The address linked to your account must be equal to either your own address or the address of your company. You may not use this service in a different country than the country that is linked to your account.

Your login may only be used by you. You may not share your login with anyone else. Also, you are responsible for maintaining your account's security by keeping the password secret. We do not take any liability for any loss or damage coming forth from your failure to comply with this security obligation. You are responsible for all the activity on your account.

You may not use our service with a harmful intention in any way. This includes, but is not limited to, the requests you make and the scripts in the web page content for those requests, as these scripts will be executed by us. Furthermore, you may not attempt to gain unauthorized access to any of the sites, services, accounts, computer systems or networks connected to us through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the sites or the services.

For any statement made in this agreement in which you grant us permission for something, you must have (and will continue to have) the power to grant us these permissions. If you do not, you must have a written statement from a party that does have (and will continue to have) the power to grant us these permissions, that grants us these permissions, which you must provide to us when requested.

Webhost Rights

You hereby grant us permission to connect to the server(s) located at any URL you enter, and download anything that is directly or indirectly connected to your webpage content, including, but not limited to, the web page itself.

Content Rights

For each webpage you provide;

- the content of the webpage may not be anything that is illegal by Dutch law, or is illegal by law in your country; and
- you hereby grant us permission to process your webpage content; this content may be stored on our servers (temporarily); and
- you hereby grant us permission to change your webpage content on our servers and create differently looking alternatives of your webpage contents. These differently looking alternatives will also be stored on our servers (temporarily).

Result Responsibility

The output of our service is an indirect result of your own input. It is your own responsibility to ensure that the outcome of our service does not result in something illegal (for example, but not limited to, the creation of a website design exactly like that of your market competitors). And if this accidentally happens, you must not use the outcome in any way.

Copyright And Content Ownership

We do not claim any intellectual property rights over anything you provide as long as it is not anything that we already own intellectual property rights for. We reserve the right to refuse or delete any of the requests you make through the ScriptAndHands service, without being obliged to provide any reason.

Fair Use

We do not want to set a limit on the amount of requests you can do as a paying user. However we do expect fair use from our customers. This includes, but is not limited to, not spamming our service with requests without the intention of ever using the outcome. Neither are you allowed to have any requests made via scripts or any other automated processes. If we suspect that your account is being used for any reason other than fair use (which is entirely up to us to decide), we reserve the full rights to block your account permanently without providing a reason. No refunds will be done in such a case either.

Failure to Provide

We do our best to provide you a well working service with design outcomes that satisfy your needs. However, webpages can fail to be processed due to various reasons including, but not limited to, their large size, incorrect styling, unknown/unsupported web page programming languages or any other reason. In this case, we might provide support to help you resolve your issues, but in case your issue cannot be resolved (which is to be judged on by us), there is nothing you can do about it; we will not be responsible for any damage or loss and refunds will not be held. Our models do predictions on what is expected to look good; there are absolutely no guarantees made. Failure to produce something that looks good is your own responsibility; we will not be responsible for any damage or loss and no refunds will be held.

Waiting Times

As a premium user you get priority processing. This only means that your requests are processed before the requests of any trial users are processed. This does not mean your request is always immediately processed. No guarantees are made on waiting times.

Slow waiting times resulting in loss or damage in any way is your own responsibility; we will not be responsible for any damage or loss and no refunds will be held.

Hyperlinking to our Content

Organizations may link to our website without prior written approval in case these organizations link to our home page, to publications or to other website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our website being linked to that makes sense within the context and format of content on the linking party's site.

Logo

No use of ScriptAndHands's logo or other artwork is allowed in any way without prior written approval.

iFrames

Without prior approval and written permission, you may not create frames around our web pages.

Content Liability

We shall not be held responsible for any content that appears on the webpages you submit to ScriptAndHands. You agree to protect and defend us against all claims that are a result of anything on your webpage. No link(s) should appear on any webpage that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You approve to immediately remove all links to our website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.

Removal of Links from our Website

If you find any link on our website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Payments

When you purchase anything, you agree that the invoice will be sent digitally via email to the email address that is set for your account.

We reserve the right to change our pricings at any time, with or without notice (however note that payments are always done up front so you will never have to pay for something afterwards). We also reserve the right to change the contents of the purchased packages at any time. We also reserve the right to revoke access to your account and temporarily or permanently block your account if we have reason to believe your account was abused, without providing any proof.

Refund Policy

You agree that payments are final and that you may not and will not chargeback, buyback, stop, dispute, nor reverse any payments. So, you agree that you may not, by any means necessary, do something in order to receive your funds back that have been paid. And in doing so we reserve the right to disallow your access to ScriptAndHands and not allow further funds to be added or taken away. We reserve the right to pursue any legal or collection action necessary to recover damages in the event of a forced chargeback.

Value Added Tax

For companies, no value added tax (VAT) is included in the payments. VAT reverse charge is applicable here; reverse charge moves the responsibility for the reporting of a VAT transaction from the seller to the buyer of a service. It is your own responsibility to pay any applicable VAT to your local tax authority.

For individuals using our service, VAT is included in the payment at checkout. Even though we do our best to have all tax rates set correctly for all countries, you must check the payment (including the country dependent VAT percentage) for correctness before

proceeding. You may not continue doing a payment when you have the suspicion any values could be incorrect.

Uptime and Availability

Even though we do our best to always be available, we do not take any responsibility for any downtime or lack of availability. Whether we decide to compensate for any downtime or problems is entirely up to us to decide, with or without providing a reason. At any point in time, for any reason, we maintain the right to remove any paid package from your account and refund the days that you were still entitled to at that given point in time. In such case, the price per day will be calculated as following: (price per month that you paid) * 12 / 365.

Single Account Policy

You are not allowed to create multiple accounts per individual. When losing access to your account, you may not create a new one but must instead use the password forgotten option, or contact customer support at contact@scriptandhands.com via email. When used in a company or other cooperative environment, every user must have their own account if they want to use ScriptAndHands. Account sharing between multiple individuals is not allowed.

Software Copyright

The software that you download from ScriptAndHands consists of multiple parts; the program(s) written by us and third party dependencies. For the parts that were programmed by us, all rights are reserved by us and you are not allowed to distribute it, edit it, or use parts of our software for any other purposes. Neither are you allowed to decompile, deobfuscate, or otherwise reverse-engineer the contents of our program(s). Any third-party dependencies that our software might use are either included in the downloaded software, or will be downloaded automatically. In either case, their license can be found in the folder in which the dependency can be found. For each of the downloaded dependencies, another license may apply.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;

- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.
- The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.
- You understand and agree that your use of this website and any services or content provided is made available and provided to you at your own risk. It is provided to you as-is and we expressly disclaim all warranties of any kind, expressed or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. You understand and agree that neither us nor any participant in the service provides professional advice of any kind and thus use of such advice or any other information is solely at your own risk and without our liability of any kind.

We will not be liable for any loss or damage, to the maximum extent permitted by applicable law. You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible loss (even if we have been advised of the possibility of such damages), resulting from or arising out of:

- The use of or the inability to use the service;
- The cost to obtain substitute goods and/or services resulting from any transaction entered into on through the service;
- Unauthorized access to or alternation of your data transmissions;
- Statements or conduct of any third party on the service; or
- Any other matter relating to the service.

Note that by agreeing the terms in this document, you are also waiving your right to take any action, legal or otherwise, against anyone or anything related to ScriptAndHands which includes, but is not limited to; staff, management, administrators, members, owners or any hosts of our servers. You furthermore acknowledge that if any part of this document is found to be invalid or unenforceable in any way, any parts not found to be invalid or unenforceable will be considered fully valid and binding.

Changes to our Terms and Conditions

ScriptAndHands keeps its terms and conditions under regular review and places any updates on this web page. These terms and conditions were last changed on the date stated at the start of this document.

Contact Information

- Email us at contact@scriptandhands.com.
- Call us at +31641415832.
- Write us by paper to Spechtstraat 4, 2211KL, Noordwijkerhout, Zuid-Holland, The Netherlands.