The Convenience Factory

FINAL

Consumer Terms and Conditions

THE CONVENIENCE FACTORY B.V.

Thursday, 19 November 2026

The Convenience Factory B.V. · CoC 53594339 · info@conveniencefactory.com · +31 85 369 5446 · VAT NL850941337B01

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1. Definitions

TCF means The Convenience Factory B.V. **You** or **consumer** means an individual acting for purposes outside their trade, business or profession. **Agreement** means your agreement with TCF. **Services** include advice, development, software, digital services, maintenance and any goods described in the offer.

2. Scope and precedence

1. These terms apply to agreements between TCF and consumers. For an app store purchase, these terms apply when the offer and purchase confirmation identify TCF as your contracting party. The app store may also apply its own platform and payment terms. The offer and purchase confirmation identify who you contract with and how to contact that party.
2. The offer, purchase confirmation or individual agreement prevails where it deals differently with the same subject. Your statutory consumer rights remain in force; nothing in these terms excludes or limits a right protected by mandatory law.
3. TCF makes these terms available before the Agreement is concluded in a form you can store and access later. This version applies to a new Agreement for which it was made available and incorporated. An existing Agreement changes only in accordance with clause 23.
4. The language in which you accept the offer is the contract language unless you expressly choose another language. Any uncertainty about meaning is resolved in your favour as required by law.

3. Formation

1. Before purchase, the offer states the main features, total price, additional charges, payment method, delivery, duration, termination options, complaints procedure and applicable withdrawal information. For digital content and services it also states relevant functionality, technical protection measures, compatibility, interoperability and update obligations to the extent required by law.
2. You purchase through an app store or TCF's own website or app; consumer purchases do not use a quotation procedure. The Agreement is formed when you complete the order according to the clearly stated ordering process. TCF confirms the Agreement on a durable medium such as email, no later than delivery or before a service begins. An app store confirmation may perform that function if it meets the statutory requirements.
3. If your order creates an obligation to pay, the final order button states that clearly, for example "order and pay". Additional payments not expressly accepted in advance are not charged.

4. Prices

1. Consumer prices include VAT and mandatory charges. Delivery and other additional costs are shown before you order.
2. A one-off purchase is charged at the displayed price. A price under an ongoing Agreement may change only on a clear, agreed basis or where law permits. TCF tells you in advance.
3. If a change adversely affects an ongoing service and law gives you a termination right, you may end the Agreement without charge before it takes effect.

5. Payment

You pay the price and by the method stated before the Agreement is concluded. If TCF invoices you, the payment term is fourteen days after receipt unless you agreed otherwise. TCF does not charge interest or fees contrary to mandatory law.

6. Late payment and collection costs

For late payment, TCF may charge statutory interest when you are in default under law. Extrajudicial collection costs become payable only after you receive a legally compliant notice and the fourteen-day payment period, starting on the day after receipt, expires without payment. The notice states the collection costs then payable. TCF follows the statutory scale and any rules on combining recurring debts and does not charge more than the legal limit.

7. Delivery and performance

1. TCF delivers at the place, time and by the method agreed before the Agreement. If no time is agreed, TCF delivers without undue delay and within the statutory period.
2. Risk in a physical product passes to you when you or a third party you nominate, other than the carrier, receives it. Only if you commission a carrier that TCF did not offer does risk pass when that carrier receives the product. Choosing from carriers offered by TCF does not change the main rule.
3. Statutory rules apply to delivery, updates, functionality, compatibility, security and conformity of digital content and digital services. TCF informs you of delays and the solution.

8. Review and acceptance

If an order includes a deliverable or installation, you may report an issue to TCF. Review or use does not remove your legal rights, including rights where a product, digital content or service does not conform to the Agreement.

9. Additional work

TCF performs paid additional work only after you accept the scope and price. Rules on the withdrawal period and early performance in clause 12 also apply.

10. Conformity and complaints

1. Goods, digital content and services must conform to the Agreement and statutory consumer requirements. Your statutory remedies remain intact.
2. Contact info@conveniencefactory.com about a problem and describe it clearly. TCF responds within a reasonable time and provides the remedy you are entitled to by law.
3. Any contractual warranty is additional to, and does not limit, your statutory rights.

11. Maintenance and support

Maintenance, support and service levels are included only if the offer or Agreement says so. TCF tells you before purchase what is included. Statutory rights for digital content and services remain in force.

12. Withdrawal, duration and termination

1. For a distance or off-premises Agreement, you generally have fourteen days to withdraw. For services and digital content not supplied on a tangible medium, this expires fourteen days after the day the Agreement is concluded. For goods it expires fourteen days after the day you or a nominated third party, other than the carrier, receives them. For a single order delivered separately, the last delivery counts; for a product in parts, the last part counts; for regular delivery of goods, the first delivery counts. You may withdraw before delivery. Statutory exceptions and rules for calculating periods remain applicable.

2. You may withdraw without a reason using the form below or a clear statement to TCF at info@conveniencefactory.com or Kampenhout 36, 5262 JT Vught, The Netherlands. For an Agreement through an online interface, you may also use the clearly labelled “Withdraw from contract” function in the same website or app where you purchased. Its location is identified before purchase and it remains directly and easily accessible throughout the withdrawal period. A new account is not required. After your final confirmation you receive confirmation on a durable medium without undue delay, stating the content, date and time of withdrawal. Your statement is timely if sent before the period expires. For an app store purchase you may also use its offered withdrawal route; this does not reduce your right to contact TCF directly when TCF is your contracting party.
3. A paid service starts during the withdrawal period only at your express request. If you then withdraw, you pay only the proportion performed up to withdrawal, calculated on the agreed total price, provided you were correctly informed in advance and law permits this. For off-premises Agreements, your request is recorded on a durable medium. The withdrawal right ends after full performance only if you expressly agreed in advance to starting and acknowledged that the right would be lost after full performance. Accepting these terms alone does not replace that request or consent.
4. For paid digital content not supplied on a tangible medium, the withdrawal right ends when supply starts only after your prior express consent, acknowledgment that you lose the right, and TCF’s required confirmation on a durable medium. Without the legally required information, requests, consent or confirmation, TCF charges no costs on withdrawal for performance during the withdrawal period where law prohibits them.
5. Before purchase, TCF identifies any applicable statutory exception and when the withdrawal right is lost. A bespoke service or software development is not excluded from withdrawal solely because it is described as “bespoke”.
6. On withdrawal, TCF refunds payments received without undue delay and no later than fourteen days after receiving your statement. For full withdrawal from a goods order, this includes the cheapest standard delivery offered, but not the extra cost of a more expensive delivery option you chose. TCF uses the same payment method unless you expressly accept another method free of charge. For goods, TCF may wait until receipt of the goods or evidence of return, whichever is earlier, unless TCF offers to collect the goods itself. Amounts legally due for services already performed at your request are taken into account under paragraph 3.
7. You return goods without undue delay and no later than fourteen days after your withdrawal statement, unless TCF collects them. Use the return address given before purchase; if none was given, it is Kampenhout 36, 5262 JT Vught, The Netherlands. For goods that cannot normally be returned by post, TCF states the applicable return cost or a reasonable estimate before purchase, and any statutory collection duty.
8. You pay direct return costs only if TCF correctly informed you before purchase. Otherwise TCF pays those costs. A return because of a defect is governed by your statutory conformity rights and is not treated as an ordinary paid withdrawal return.
9. You are liable only for diminished value caused by handling beyond what is necessary to establish the nature, characteristics and functioning of the goods, and only if correctly informed of the withdrawal right. If legally required withdrawal information is missing, the period is extended as provided by law, up to twelve months after the original period ends; where the information is supplied later within that time, the statutory additional period applies.
10. A fixed-term Agreement ends on the agreed date unless a legally permitted renewal was clearly agreed in advance. An ordinary ongoing service continued by tacit renewal after its original term may be cancelled at any time on at most one month’s notice, subject to statutory exceptions. If you concluded the Agreement online, you may also cancel online. The offer states the original term and any earlier cancellation options before purchase. Any further statutory termination rights remain in force.
11. If TCF supplies a data processing service subject to Chapter VI of the EU Data Act, you may switch to another provider or your own infrastructure, or choose termination with deletion. You

may notify TCF in writing; the notice period for this route is at most two months, or any shorter period to which you are entitled under the Agreement or law.

12. After that notice period, TCF facilitates switching without undue delay within at most thirty calendar days. TCF provides reasonable help, maintains continuity and a high level of security during transition and retrieval, explains known risks and cooperates diligently with you and the new provider. If this is technically unfeasible, TCF notifies you within fourteen working days of your request, with reasons and an alternative period of at most seven months. You may extend the transitional period once for a period more appropriate for your purposes. Mandatory statutory exceptions prevail.
13. Export includes input and output data and metadata generated by your use of the service, and exportable digital assets in which you have usage rights independent of the Agreement. Legally protected intellectual property rights and trade secrets of TCF or third parties are respected; an exception must not block legally required switching. Before purchase, TCF exhaustively states for the service the exportable categories and permitted exceptions and identifies available formats, open interfaces, online information on data structures and switching information. Legally required export takes place in a structured, commonly used and machine-readable format. TCF takes applicable statutory measures for interoperability and, for infrastructure services, functional equivalence.
14. After transition, you may retrieve exportable data for at least thirty calendar days. Afterwards, and following successful switching, TCF deletes your data and digital assets relating to the service unless you have agreed otherwise or statutory retention is required. The Agreement ends on successful switching or, if you choose deletion, after the notice period; TCF confirms this.
15. Until 12 January 2027, any switching charges disclosed in advance do not exceed directly incurred switching costs. From that date TCF charges no fees for legally required switching or data egress. Ordinary service fees until the valid end date and any legally permitted, clearly agreed early termination charges are distinct from those charges. Any statutory exception to specific Data Act duties is disclosed before purchase. These provisions do not reduce more favourable consumer rights.

13. Ownership of goods

Ownership of a physical product passes to you when you have paid the full price, to the extent permitted by law. This does not limit any consumer right. Software licences and digital usage rights are addressed in clause 14.

14. Intellectual property and usage rights

1. Intellectual property remains with TCF or the relevant rights holder unless the offer expressly provides for transfer. From delivery, you may use the product for the purpose and under the usage right described before purchase, including during a valid payment period. A one-off purchase of an app or other product carries an indefinite usage right after full payment unless a different term was clearly agreed before purchase. Recurring digital access applies for the agreed service period. Your statutory rights to delivery, conformity and updates remain in force.
2. TCF restricts, ends or changes a usage right only on a basis clearly agreed in advance and to the extent permitted by law. A payment dispute about another product does not affect a fully paid usage right. Third-party and open-source licences may add terms; TCF makes them available before use and ensures that the agreed use is permitted. Statutory rights to make copies, examine software or transfer a right remain unaffected.

15. Personal data
TCF explains its own processing of personal data in a separate privacy statement made available before purchase and identified in the purchase confirmation. That statement is separate from these terms; accepting these terms is not blanket consent to personal data processing or tracking. For an app store purchase, the platform provider also processes data under its own privacy statement. TCF remains responsible for processing for which it is the controller.

16. Confidentiality
TCF treats non-public information you provide for performance as confidential and uses it only for the Agreement or as required by law. This does not restrict your privacy rights.

17. Liability
TCF is liable as provided by law. These terms impose no contractual liability cap or exclusion of statutory consumer rights. Your rights for non-conforming goods, digital content and digital services, and your rights in respect of loss or injury, remain in force.

18. Force majeure
If an exceptional event beyond TCF's reasonable control prevents performance, TCF informs you and limits the effects. Your legal rights for non-delivery, delay or termination remain in force. Force majeure does not remove a statutory right to a refund or to end the Agreement.

19. Suspension and termination
TCF suspends performance or terminates the Agreement only on grounds and in a manner permitted by law. If TCF terminates, it refunds advance payments for Services not supplied except where law provides otherwise.

20. Transfer
TCF transfers its obligations only if your legal protection is not reduced and the transfer is permitted by law. You may transfer your rights to the extent permitted by law.

21. Third parties
A person who is not a party to the Agreement has no rights under these terms unless the Agreement expressly and validly provides otherwise.

22. Joint order
For a joint order, each consumer is responsible for their own payment obligations. Joint and several liability applies only if permitted by law and separately and clearly accepted by you.

23. Changes to these terms
TCF may change terms for future orders. A change to an ongoing Agreement applies only where the Agreement and law permit it. TCF gives advance notice and explains any right to terminate.

24. Invalid terms and no waiver

If a provision is invalid, the others remain in force. It is replaced only to the extent permitted by law. Failure to exercise a right is not a waiver of that right.

25. Governing law and disputes

Dutch law applies but does not deprive you of mandatory protection in the country where you usually live. A dispute is heard by the court with jurisdiction under law. A different choice of court applies only where legally permitted.

Model withdrawal form

(Complete and return this form only if you wish to withdraw from the Agreement.)

To: The Convenience Factory B.V., Kampenhout 36, 5262 JT Vught, The Netherlands; info@conveniencefactory.com.

I hereby give notice that I withdraw from my Agreement for the following service/product:

- Ordered on / received on:
- Consumer name:
- Consumer address:
- Signature (only if this form is submitted on paper):
- Date: