

I. Disclaimer

MailWriter is registered in the Netherlands under 54007003 at the Dutch Chamber of Commerce. By visiting this website and/or using its information and/or services you agree to all terms and conditions set by MailWriter. MailWriter does not guarantee this website will function without any errors or interruptions.

II. Definitions

- Service: The whole of information and service(s), the process of creation, payment and sending of your order(s). Letter: A letter and/or document and envelope created and/or used by a customer at MailWriter.
- Customer: The natural or legal person using information and/or services offered by MailWriter. The natural or legal person with whom MailWriter forms an agreement.
- Agreement: The agreement which entails the execution of an order(s) and /or other service agreements with MailWriter.
- Workdays: Monday through Saturday, with the exemption of national holidays. Offering your order(s) to the mail handling company is done on workdays of the mail handling company.

III. Terms & Conditions

1. These Terms & Conditions are applied to / and make part of the agreement.
2. Variations and additions to the Terms & Conditions can only be agreed on in writing or electronically.
3. To the transportation service the Terms & Conditions of the applicable transportation service apply.
4. Use of this website that hinders the functioning of this website and/or can hinder the use by others and/or can harm the information or underlying software is not allowed.
5. The customer is free in his/her choice of recipients address, the applicable fee will be shown before and during payment on the website.
6. The customer is responsible for abiding with applicable law in the country from which he or she makes use of this website.
7. On the products / services of MailWriter Dutch law applies.

IV. The Agreement

1. The agreement is formed on the moment MailWriter confirms the order, either by sending an order confirmation or by executing the order.
2. MailWriter keeps the right to decline an order and/or to set additional terms and conditions.

V. The order

1. The customer is not allowed to place an order in conflict with the law, the agreement, these Terms & Conditions, or in any other way act unrighteous against MailWriter or third parties.
2. MailWriter is not responsible for the correctness, preciseness and completeness of the submitted address(es). If incorrectness, impreciseness or incompleteness of the submitted address(es) causes the mail handling company to not be able to deliver the order, the customer will not be eligible for a refund.
3. MailWriter strives to deliver those orders which have been submitted before 15:00 on workdays at the mail handling company that same day.
4. Orders which have been submitted after 14:00 on workdays will be delivered to the mail handling company the next workday.
5. The previous terms do not apply to non-standard services.
6. MailWriter is not responsible for late arrival of orders or the arriving of an order made with MailWriter on a wrong address.
7. MailWriter does not read or look at the content of the order(s) and can therefore not be held liable for incorrectness, impreciseness, incompleteness or in any way be held liable for the content of placed orders. This stays solely the responsibility of the customer.
8. The customer agrees to receive occasional newsletters and advertisements through their email and/or by postal mail.

VI. (System)requirements

PC with internet access and an internet browser. MailWriter is not responsible for the functioning of the website when using other browsers than Microsoft Internet explorer 8.0 or higher / Mozilla 3.0 or higher.

VII. Security

MailWriter will take appropriate security measures against the risk of unauthorized access to, changes, destruction or loss of customer data.

VIII. Liability

1. If the customer uses his or her own address files and/or image files he or she declares that the material used is gained rightfully and that there are no (possible) objections against the use of this material. The customer frees MailWriter of all liability concerning objections by third parties.
2. Complaints about the execution of order(s) have to be submitted within 4 weeks after the order itself was submitted, unless this can not be expected from the customer.
3. Images, sizes, forms, colors, lay-out, contrast etc. as shown on the website are not in real size and could differ from the placed order on the website. The composition of the content is done with utmost care. The possibility exists that certain information used in the order is or becomes incomplete, incorrect, or that after time this information becomes outdated.
4. MailWriter is not liable for any damage, resulting from the use of information and/or products and/or services which are obtained by means of this website.
5. Customers are together and individually responsible for all orders placed at the website of MailWriter. The head-user (registered legal or natural person) of an account is liable for all costs and expenditures resulting from the use of products and/or services from MailWriter, including all costs and expenditures resulting from the use of products and/or services from MailWriter by users with access to an account for which they are authorized by the head-user.

IX. Prices & Payment

1. The customer owes the payment as shown on the website of MailWriter to MailWriter. This payment consists partially of performing the ordered service, electronically approve the order, and postage.
2. The prices as shown on the website are VAT included and are shown in either Euros or US Dollars.
3. Payment is possible by credit card, Ideal, or by direct deposit on the bank account of MailWriter.
4. Payments are subject to the Terms & Conditions set by the provider of the chosen payment option by the customer.
5. MailWriter has the right to decline certain orders when the customer has made use of the service(s) of MailWriter without complying with the payment and/or when other irregularities have occurred.

X. Privacy

The submitted and/or uploaded data by users necessary to place an order will not be used by MailWriter in any way other than strictly necessary to execute the order.

XI. Changes to the Terms & Conditions

The Terms & Conditions and the prices as shown on the website can be changed by MailWriter at any time without prior notice.

XII. Copyright

MailWriter strives to safeguard property rights of images. All customers are expected to comply with the laws, rules and regulations concerning property rights, copyright or any other form of intellectual property. Nothing on this website (including images in the MailWriter collection, texts, graphic material and logos) may be copied, multiplied, downloaded, distributed and/or made public without the prior written approval of MailWriter.

XIII. Applicable law

All services, operations and contracts of MailWriter will be governed by Dutch law. All disputes arising from or related to the services, operations and contracts of MailWriter will be decided exclusively by the competent court in Rotterdam.

Rotterdam, January 31, 2012