

## **Information about Ecapture using our Online Shop**

1.1 Welcome to our online shop. This online shop and the website at [www.ecapture.es](http://www.ecapture.es) (our website) from which it operates, is owned and operated by Ecapture Research and Development SL Company (the Ecatpure or we).

For further details about the ECAPTURE, please see the end of these terms.

1.2 This page and any documents referred to on it tell you the terms and conditions on which we supply any of the products listed on our website to you (Products). Please read these terms carefully before ordering any Products from our website as, by doing so, you accept these terms and conditions.

1.3 You will need to click the box marked "Accept" in the course of your purchase from our Online Shop to confirm your acceptance of these terms. If you don't accept these terms, you will not be able to order any Products from our website.

1.4 You should print a copy of these terms for future reference and you should also look at our Terms of Use, which tell you how you can use our website.

## **2. Product details, prices & delivery**

2.1 We make every effort to be as accurate as possible in the Product descriptions and prices.

However, these may change due to circumstances beyond our control. Please note that prices on our website may vary from those in the ECAPTURE shops and that all items are offered subject to availability at the time of ordering. Please note that some products may be subject to specific terms and conditions. These will be detailed in the individual product description where applicable.

2.2 We regret that we are unable to deliver certain Products to certain countries owing to import or customs restrictions. Any restrictions of this kind are noted on the relevant webpage in the Product details.

2.3 If you are under 18 years old, you may purchase Products only with the involvement of your parent or guardian.

### **3. How the contract is formed between you and us**

3.1 After placing an order, you will receive an email from us acknowledging that we have received your order and confirming whether or not we can accept that order. The contract between us (Contract) will be formed when we send you an acknowledgement email which confirms our acceptance of your offer to purchase the Products.

3.2 The Contract will relate only to those Products indicated in the acknowledgement email. We will not be obliged to supply any other Products which may have been part of your order until acceptance of your order for those Products has been confirmed in a separate acknowledgement email.

### **4. Links & disclaimer**

We may provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from companies to whose website we have provided a link on our website will be of satisfactory quality. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller in order for the transaction to proceed.

### **5. Your rights as a consumer**

5.1 You may cancel a Contract at any time within 7 days, beginning on the day after you receive the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in section 8 below). The software products

5.2 Ecapture provides an opportunity to evaluate any of its eyesMap PC Software free of charge during a trial period specified in the applicable end-user license agreement. Customer may withdraw from using Product its sole discretion anytime before expiration of a free trial period.

5.3 To amend or cancel a Contract, please contact ECAPTURE Mail Order by email at [buy@ecapture.es](mailto:buy@ecapture.es)

To cancel a Contract, you will also need to return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a legal right to claim compensation from you.

5.4 This section 5 does not affect your statutory rights as a consumer.

## **6. Availability, delivery, risk & title**

6.1 We aim to process and ship your order within 14 working days of confirming your order. Should your order be likely to be delayed (such as where items are out of stock), we will contact you. If you have any queries regarding the shipping of your order, please contact ECAPTURE Mail Order at [buy@ecapture.es](mailto:buy@ecapture.es)

6.2 The Products will be at your risk from the time of delivery and ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **7. Price & payment**

7.1 The price of any Products will be as quoted on our website (except in cases of obvious error) and prices non include VAT (to Spain the Price on our website will increase Spanish VAT) but exclude delivery costs, which will be added to the total amount due as listed on our delivery charges page.

7.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an acknowledgement email.

7.3 Our website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct

price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

7.4 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an acknowledgement email, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

7.5 Payment for all Products must be by credit, debit card or bank transfer. We accept all major credit and debit cards, with the exception of Diners Club International and we will not charge your credit or debit card until we despatch your order.

## **8. Our refunds policy**

8.1 Whilst we hope you will be delighted with your order, if for any reason you are not completely satisfied, we will be happy to offer a refund, exchange or replacement on Products returned to us within 7 days of receipt, provided that returned Products are in their original, unopened and unused condition. Your statutory rights are not affected. Instructions for return will be included with your order.

8.2 When you return a Product to us because you have cancelled the Contract between us within the 7 - day cooling- off period (see section 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the date you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the delivery charges for sending the item to you. However, you will be responsible for the cost of returning the item to us.

8.3 When you return a Product to us for any other reason, (for example because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via email within a reasonable period of time.

8.4 We will usually process any refund due to you under section 8.3 as soon as possible and, in any case, within 30 days of the date we

confirmed to you via email that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the postage cost incurred by you in returning the item to us.

8.5 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **9. Our liability**

9.1 We warrant to you that any Product purchased from us through our website is of satisfactory quality and reasonably fit for all the purposes for which products of its kind are commonly supplied.

9.2 Our liability to you (whether in contract, tort (including negligence) or otherwise) is limited to the purchase price of the Product you purchased.

9.3 We will not accept liability for any indirect, special or consequential losses, including (for example) loss of profits, revenue, contracts, data or goodwill.

9.4 These terms of use do not affect your statutory rights as a consumer.

9.5 Nothing in these terms limits our liability for death or personal injury caused by our negligence or for any other matter for which it would be illegal for us to limit, or attempt to limit, our liability.

## **10. Import duty**

10.1 If you order Products from our website for delivery outside the Spain, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

10.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable if you break any such laws.

**11. Written communications** Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This section does not affect your statutory rights.

## **12. Notices**

All notices given by you to us must be given to the ECAPTURE at the Ecapture Research and Development SL, Cabo Verde Street nº 3 06800 Merida (BADAJOZ) SPAIN or by email to [buy@ecapture.es](mailto:buy@ecapture.es). We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in section 11 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## **13. Events outside our control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event)

13.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes (as well as others) such things as: terrorist attack, fire, flood or natural disaster,

epidemics, impossibility of the use of means of public or private transport, or public or private telecommunications networks or the threat of any of these things.

13.3 Our obligations to you under any Contract are deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligations for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **14. Other Matters**

14.1 We may transfer, assign, charge, sub-contract or otherwise dispose of any Contract, but you may not do so without our prior written consent.

14.2 If we fail to exercise any of our rights under any Contract, this will not amount to a waiver by us of those rights.

14.3 If any part of these terms or of any Contract is unenforceable, this will not affect the enforceability of any other part.

14.4 We intend to rely upon these terms and any document expressly referred to in them in relation to the subject matter of any Contract.

14.5 These terms, together with any document referred to in these terms, constitute the whole agreement between you and us.

## **15. Changes**

15.1 We may revise these terms of use at any time by amending this page. You should check this page from time to time to take notice of any changes we have made, as they are binding on you.

15.2 Any Contract will be subject to the terms in force at the time that you order Products from us, unless any change to these terms is required to be made by law or governmental authority (in which case it may apply to orders previously placed by you).

## **16. Law & jurisdiction**

These terms and Contracts for the purchase of Products through our website are governed by Spanish law. Any dispute over or claims arising from these terms or any Contracts will be subject to the exclusive jurisdiction of the Spanish courts, although we retain the right to bring proceedings against you for breaking these terms or any Contract in your country of residence or any other relevant country.

About the ECAPTURE RESEARCH AND DEVELOPMENT SL Company is incorporated by Badajoz Official Register and registered in Spain.

Our main trading address is Ecapture Research and Development, SK, Cabo Verde Street nº 3, Merida (Badajoz) Spain, and our VAT number is ESB06619944.

If you have any concerns about material which appears on our website please contact [buy@ecapture.es](mailto:buy@ecapture.es)

Thank you for visiting our website and for trusting in our eCapture Research and Development.