

Terms & Conditions

Modified on 16-March-2024.

1. This Service

Edloomio is provided by Edloomio Group bv (us, we) to you. Your use of this Service and any additional services introduced by us and contained within constitutes acceptance by you of these Terms & Conditions.

2. Eligibility

You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

3. Registration and Account Integrity

3.1 As part of the registration process you will need to create an account. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account using the information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

3.2 Where we provide an organization with several user licenses for the Service, these must be adhered to. User licenses cannot be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to the organization.

3.3 If you suspect that your login details have been disclosed to or obtained by another party, contact us immediately. Please note that we never contact users requesting them to confirm their login details or other details.

4. Pricing, Plans and Features

4.1 For current pricing and plans please contact sales@edloomio.com.

4.2 We reserve the right to change pricing, plans and the features offered at any time and without notice to you.

5. Payment

5.1 All subscription services are billed yearly in advance.

5.1.2 If you upgrade from a trial account you will be immediately charged for the necessary full account.

5.1.3 As the Service must be paid for 12 months in advance, payment will be taken in full on each anniversary.

5.2 Non-subscription services will be charged for the necessary full amount in advance.

5.3 The payment term is 30 days.

5.4 After expiry of the first payment term, you will receive a reminder invoice with a second payment term of 5 working days.

5.5 After expiry of the second payment term, you will receive a new reminder invoice with 8% late interest on the total invoice amount excluding VAT. A third payment term of 5 working days is set.

5.6 After the expiry of the third payment term, all active licenses and subscriptions will be suspended, and payment processing will be transferred to a collection agency.

5.7 Subscriptions will automatically renew for subsequent twelve (12) month periods (each, a "Renewal Term"), unless either Party gives written notice of non-renewal according to section 6.

6. Cancellation

6.1 You may cancel your account or subscriptions by giving written notice of non-renewal to sales@edloomio.com at least thirty (30) days prior to the end of the then current Term.

6.2 Cancellation is only valid after you receive confirmation from us.

6.3 If we stop providing the service to you for any reason, we will provide you with a refund of the pro rata amount of the monthly or annual charge that was prepaid. Otherwise, you won't be entitled to a refund or credit for any reason.

7. Upgrading Accounts

7.1 Clients can upgrade their accounts and the services offered at any time

7.2 Where an account is upgraded, the new higher monthly charge will be automatically applied immediately. This invoice will include a deduction for the previous payment made in advance for the previous plan.

7.3 Where a 12-month account is upgraded the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

8. Beta, Trial and Offer Periods

8.1 Beta, Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

8.2 Only one person may use a single beta, free or trial account, the account cannot be shared amongst multiple individuals.

8.3 These Terms and Conditions apply to all beta, trial or offer period accounts.

9. Technical Support

9.1 Technical support is provided via our support tool and such other means as we decide to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Specific Service Rules

10.1 As a user you agree not to do any of the following:

- Abuse, harass, threaten, stalk, defame or violate the rights of another user or third-party.
- Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libelous, profane, defamatory, racist, or in any other way inappropriate or objectionable.
- Use or harvest data provided by other users in a way that they would object to.
- Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organizations.
- Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.
- To pose as another user, third-party or organization employee for the purposes of obtaining user or third-party information.
- To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.
- Attempt to access our servers or other equipment to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied on by users and us.
- Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.
- Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third-party or infringes any intellectual property law.
- Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

- Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us €50 for each individual email or other communication sent to a user or third-party.

The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

11. Content Ownership

11.1 As a user you retain all ownership rights to content provided by you.

11.2 You warrant that any content provided by you does not belong to a third-party whose rights have been violated by the content being posted on to the Service. Furthermore, if any content is owned by a third-party you agree to pay all royalties, fines and settlements owed to that party, without seeking any contribution from us.

12. Copyrighted Material

12.1 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

12.2 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

12.3 If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

13. Content Monitoring

Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

14. Termination

14.1 We may suspend your account at any time where these Terms & Conditions have been breached. You will receive a written notice about the suspension. If we cannot resolve the issue(s) on which the suspension has been justified, after 30 days, we have the right to terminate your account. After termination, we will provide you with 14 days of access to transfer all content and materials. As a user you can choose to terminate your account at any time (subject to any payment plan entered) and are free to remove any content you have created on termination.

14.2 Various clauses within these Terms & Conditions are designed to survive and continue after termination, including (but not limited to) clauses 11 and 18.

15. Access and Backups

15.1 We take all reasonable steps to ensure that the Service is available and functioning fully. However, in the event the Service is unavailable or functioning incorrectly either wholly or partly we shall offer (where possible) the opportunity of repeat performance of the Service we should have offered to you in the first place – where appropriate and practical. Where this is not possible, we will offer full or part-refunds subject to clause 17.3 below.

15.2 Refunds will not be offered where a third-party provider supplies a service to you, rather than us causes the issue.

15.3 You are solely responsible for backing up any content or data entered onto the Service by you. We strongly recommend that you are regularly and completely back up all your content and data on the Service.

16. Disclaimer

16.1 We are not responsible for the accuracy of any content on the Service, (except where such Content is provided by us) nor any advertisements placed on the Service.

16.2 We are not responsible for any links to third-party websites from the Service and the inclusion of any link does not imply an endorsement of a third-party website or service by us.

17. Limitation of Liability

17.1 We shall not be liable to you in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits, damage to goodwill or anticipated savings or for any indirect or consequential or loss whatsoever.

18. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third-party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

19. Privacy

We take your privacy seriously. We are EU based (including our cloud servers) and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

20. User Data

You hereby acknowledge and agree that we require to process, transmit and store personal data under the documented instructions and as specified in the Data Processing Addendum (“DPA”).

21. Severability

The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of these Terms & Conditions or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

22. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

23. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, on giving reasonable prior notice to you.

24. The Consumer Rights Act 2015 & California Consumer Privacy Act of 2018

These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015 and the California Consumer Privacy Act of 2018. Should these Terms & Conditions conflict with these Acts, the Consumer Rights Act 2015 or the California Consumer Privacy Act of 2018 shall prevail and apply where you use the Service strictly as a consumer only.

25. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with Dutch law and shall be subject to the exclusive jurisdiction of the court in Maastricht, the Netherlands. Where applicable your statutory rights are unaffected.