



Terms of Use

SCOPE

These terms and conditions apply to all visits to and use of this website, and to all information, recommendations and services that Pink Elephant International ("PEI") or any of its affiliates provides to you on this website.

INFORMATION AND LIABILITY

PEI has made every effort to ensure that the Information on its website is accurate and current. PEI however make no representation or warranty regarding Information provided on this web site, and specifically disclaims, without limitation, all implied warranties of merchantability and fitness for a particular purpose with respect to use of the Information. The Information is for general purposes only and does not constitute advice. PEI is not liable for any damage resulting from the use of Information on the website. This includes damage caused by viruses or any inaccuracy or incompleteness of the Information, unless the damage is caused by any wilful misconduct or negligence of PEI. PEI is also not liable for any damage resulting from the use of electronic communication, including but not limited to the damage resulting from a failure to deliver or a delay in delivering electronic communication, from interception or manipulation of electronic communication by third parties or computer programs used for electronic communication and from transmission of viruses.

LINKED SITES

When this website provides links to external websites, PEI is not liable for the use or content of external websites that link to or from this website. Our Privacy Policy does not apply to the collection and processing of your personal data on or via those external sites.

INTELLECTUAL PROPERTY

Unless otherwise indicated, PEI owns all rights to this website and the Information, including copyrights and other intellectual property rights, or has permission to use the intellectual property right(s) of third parties.

Visitors may read this website and the Information and make copies for their own personal use, for example by printing or storing the Information. Any other use of this website or the Information requires prior and explicit consent of PEI.

"Pink Elephant International" – both text and logo – are registered brands of PEI.

PERSONAL INFORMATION

Any personal data (as defined by the applicable data protection legislation) relating to you gathered by PEI in the registration process or during your use of the website will be recorded and only be used in accordance with any applicable data protection legislation. PEI may collect and use the following kinds of personal information:

- information about your use of this website;
- information that you provide for the purpose of registering with the website; and
- any other information that you send to PEI.

USING PERSONAL INFORMATION

Any personal data PEI collects during registration or otherwise is designed to allow PEI to:

- personalise the website for you;
- give you access to, and to provide you with, the right kinds of Information related to your enquiry;
- enable PEI to compile statistical information for regulatory or business purposes; or
- contact you about our products and services that may be of interest to you.

If you register, request further information or contact us PEI may keep a record of that correspondence and incorporate the information it contains into PEI database(s), which PEI will keep secure in accordance with the requirements of applicable data protection legislation.

UNSOLICITED MATERIALS

You agree to indemnify PEI against any action or claim against and any liability incurred by PEI as a result of or in connection with the use or exploitation of the ideas or materials consisting of texts, images, sounds, software, information, uploaded on this website or sent via this website to PEI and infringing the intellectual or other property rights of any third party or otherwise being unlawful towards a third party.

INVALIDITY

If these terms and conditions are or become partially invalid, you will continue to be bound to the remaining terms. The parties shall replace the invalid terms by terms that are valid so as to achieve the intended effect of the invalid terms.

APPLICABLE LAW AND JURISDICTION

These website usage terms and conditions are governed exclusively by Dutch law. All disputes arising out of or in connection with these terms and conditions, including disputes concerning their existence or validity, will be resolved by the courts in Enschede, the Netherlands.

CONTACT

In case of any questions or queries in connection with these terms and conditions in relation to the usage of the website, please contact: legal@pinklephantinternational.com