

TERMS AND CONDITIONS

Welcome to Revolt Bikes

Revolt is owned and operated by Revolt Bikes B.V.

These are the terms and conditions for:

<https://revoltbikes.nl> | <https://revoltbikes.be> | <https://revoltbikes.fr>

(Hereinafter referred to as "Revolt").

By using the website and purchasing products available on the website, you agree to be bound by these terms and conditions, the privacy policy, the cookie policy, the shipping policy, and the refund policy. In these terms and conditions, the words "website" refer to the website, "we", "us", "our" and "Revolt" refer to Revolt and "user", "customer", "you" and "your" refer to you, the user and customer of Revolt.

The following terms and conditions apply to the website, products and services offered by Revolt. This includes the mobile and tablet versions as well as any other version of Revolt accessible via desktop, mobile, tablet, social media, or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR PRODUCTS.

1. ELIGIBILITY

You may use the website and purchase the products only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

Access to the website and purchase of products are available for all ages. It is the responsibility of parents and legal guardians to determine whether any of the content and products are appropriate for their children or minors in custody.

By using the website and purchase the products, you represent and warrant that you have the full right, power, and authority to enter these terms and to fully perform all your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering these terms.

You represent and warrant that your use of the website does not violate any applicable law or regulation. Revolt may, in its sole discretion, refuse to offer the website and products to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the website is revoked in such jurisdictions.

Promotions, contests, and sweepstakes are subject to their own terms and conditions and may be terminated without notice. Before entering any contest or sweepstakes, please refer to the terms and conditions of each contest or sweepstakes, which shall form an integral part of these terms and conditions.

2. NOTIFICATIONS AND NEWSLETTER

By providing Revolt with your email address and phone number, you agree that we may use your email address to send you notifications about the status of your order, important communications about our services or products, news, and special content. We may also use your email address and phone number to send you notifications via SMS messages, push notifications and other messages, such as changes to service features, product news and special offers on our products. If you do not wish to receive these emails, SMS messages or push notifications, you may opt-out of receiving them by sending us your request through our contact information or by using the "unsubscribe" option in emails or by replying with the word "STOP" to SMS messages. Opting out may prevent you from receiving emails, SMS messages and push notifications about updates to your order, news, or special offers on our products.

3. SHOPPING ON THE WEBSITE

When you place an order, you offer to buy the products for the price advertised and indicated on the website at the time of purchase. Check prices and product features before placing your order.

When a customer places an order, Revolt will send that customer an email which aims to confirm the purchase and payment. This email confirmation will be produced automatically so that the user has the confirmation of his purchase and the details of the order.

We reserve the right to limit the number of units purchased by each user. Revolt also reserves the right to limit sales of our products on a regional or jurisdictional basis. Please note that the purchase of our products for resale is prohibited. Resale of our products is prohibited.

Revolt may cancel any order and not supply products if it is reasonable to do so and may change or discontinue the availability of products at any time in its sole discretion. If an order is cancelled, any payments made for products will be refunded in full. This does not affect your statutory rights. All new orders are considered separately, and each is treated individually.

4. PRICES

Revolt reserves the right to determine the price for the products. The price of the product and its different variants will be available on each product page. Product prices and shipping costs are subject to change at any time according to the value of exchange rates.

Revolt will make reasonable efforts to keep the price information published on the website up to date. We encourage you to check our website periodically for current pricing information.

Will always try to make sure that the prices on the website are accurate. However, some errors in terms of price may occur from time to time, including but not limited to human error, mechanical error, or the like. Should an error in pricing be discovered, the customer will be informed of such error. The option to reconfirm the order will be given to the user at the correct price. The user also has the option to cancel the order should the user not be satisfied with the correct price communicated on the said product order.

5. PAYMENTS

Products will be paid through “Mollie” (payment processor available in Revolt). The customer must pay the price of the product stipulated in the order before the product is shipped. Payment will be charged to the customer's credit/debit card immediately after placing the order for the product(s) purchased. Once the transaction has been processed, we will send an electronic receipt of the transaction to the customer's email address.

If you find any inconsistency in your billing, please contact us through our contact information or you can make the claim through the customer service of the corresponding payment platform.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for various reasons such as insufficient funds, AVS (Address Verification System) mismatch or you have entered an incorrect security code.

If your payment is declined, you must provide an alternative payment method or provide another card where payment can be charged and processed.

Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the products. Revolt reserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the products.

6. PRODUCT DESCRIPTIONS

Revolt attempts to be as accurate as possible. However, Revolt does not warrant that product descriptions, product prices or other content of this website is accurate, complete, reliable, current, or error-free. Product descriptions and images may vary according to the color resolution of the user's device screen.

7. IMPORT DUTIES

Please note that for international orders, import taxes may apply depending on the customs legislation of each country. The buyer is responsible for the payment of any import taxes that may be imposed on his package upon entry into the destination country. Please check your country's customs situation regarding the importation of goods and the collection of import taxes before placing an order, as Revolt cannot provide you with this information.

Revolt is not responsible for the payment of any import duties that may apply to your international orders, nor is Revolt responsible for packages returned or not delivered due to non-payment of such duties. Payment of any taxes that may apply to your package is the sole and exclusive responsibility of the customer.

8. DISCLAIMER

Revolt is not responsible for the use or misuse of our products. Revolt is not responsible for any harm caused to any person with our products by the use or misuse of our products. The consumer or purchaser is solely and exclusively responsible for the use of our products or any damage caused to the purchaser or any third party because of the use of our products.

By visiting the website and accessing the content available on the website (blog), you accept personal responsibility for the results of the use of the information and content available on the website. You agree that Revolt does not guarantee the results of actions advised or not advised by this website and the content available on the website. Revolt provides resources and content for informational purposes only. You acknowledge and agree that your ultimate success or failure in using the information and content available on the website will be the result of your own efforts, your situation and several other circumstances that are beyond Revolt's control. This disclaimer is not intended to exclude any warranty implied by law that cannot be legally excluded.

9. COPYRIGHT

Any copy or reproduction of our products constitutes a violation of Revolt's intellectual and industrial property rights. Any unauthorized use of our trademark constitutes a violation of Revolt's intellectual property rights.

All materials on the website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software, and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Revolt or by third parties that have licensed or otherwise provided their material to the website. You acknowledge and agree that all materials on the website are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Revolt prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Revolt or any part of the material for any purpose other than its intended purposes is strictly prohibited. Please do not copy any content and pass it off as your own, as a copyright infringement will occur.

10. COPYRIGHT COMPLAINTS

Revolt will respond to all inquiries, complaints and claims relating to alleged infringement by breach or violation of the provisions contained in international copyright and intellectual property laws and regulations. Revolt respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the Revolt website infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- A statement specifically identifying the location of the infringing material, with enough detail that Revolt may find it on the website.
- Your name, address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

11. PROHIBITED ACTIVITIES

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons, or other material), as well as the infrastructure used to provide such content and information, are owned by, or licensed to Revolt by third parties. For all content other than your content, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the website, including, but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with these terms.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep link to any part of our website for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the Services into any other website or service without our prior written permission.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software used by Revolt in connection with the website.
- Evade, disable, or otherwise interfere with security-related features of the Services or features which prevent or restrict the use or copying of any content.

12. DISCLAIMER OF WARRANTIES

Because of the nature of the Internet Revolt provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions, or other terms, express or implied, statutory, or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse Revolt for any loss or damage caused as a result.

Revolt will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood or war.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Revolt excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, or consequential loss whether or not such arises out of any problem you notify to Revolt and Revolt shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or any product or service purchased through the website.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from Revolt.
- All representations, warranties, conditions, and other terms which but for this notice would have effect.

13. THIRD PARTIES

Through your use of the website and services you may encounter links to third party websites or be able to interact with third party sites. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where Revolt provides details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Revolt are in no way responsible or liable for any such third-party sites.

14. INDEMNIFICATION

You agree to defend and indemnify Revolt and any of their directors, employees, and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your purchase of the products.

15. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by Revolt for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

16. CHANGES AND TERMINATION

We may change the website and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these terms at any time by notifying you in writing (including by email) or without any warning.

17. PERSONAL DATA

Any personal information you submit in connection with the purchase of products will be used in accordance with our privacy policy. Please refer to our privacy policy.

18. INTEGRATION CLAUSE

This agreement together with the privacy policy and any other legal notices published by Revolt, shall constitute the entire agreement between you and Revolt concerning and governs your use of the website.

19. DISPUTES

You agree that any dispute, claim, or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms or the use of the website and purchase of the products shall be resolved by binding arbitration between you and Revolt, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event a dispute arises in connection with the products offered through the website or the breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate formal dispute proceedings by sending us a communication through our contact information. Revolt may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and purchase of products.

The courts of the Netherlands shall have jurisdiction over any dispute, controversy or claim relating to Revolt and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of the Netherlands.

20. FINAL PROVISIONS

These terms and conditions are governed by the laws of the Netherlands. Use of our website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms.

Our compliance with these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our website, your purchase of products on our website, or information provided to or collected by us in connection with your use of the website and purchase of products.

If any part of these terms is found to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

21. CONTACT INFORMATION

If you have questions or concerns about these terms or the products, please contact us through our contact page or via the contact information below:



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