

Payment.net: Terms & Conditions

Welcome to Payment.net (the "Site"). This Agreement is made between BD Multimedia SA., ("BD Multimedia", "Payment.net", "we", "us" and "our") a French stock listed entity registered at 16 Cité Joly, 75011, Paris, France and its subsidiaries. These Terms & Conditions ("Terms") are applicable as between you and the specific BD Multimedia entity designated as the point of contact for customers in your jurisdiction (the location is based on the customer IP address/ billing address/shipping address/self-selection/address linked to account, etc. at the moment of online purchase).

YOU ARE RESPONSIBLE FOR CHECKING THESE TERMS PERIODICALLY FOR ANY CHANGES.

1.Registration and Supply of Information

You may need to register on the Site in order to use certain of the Site functions. If you just want to browse the Site, registration is optional.

During registration, you will be required to provide contact information, consisting of an email address, username and password and other details. You can select any username as you like, except that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. If you do use your own name on the Site, you consent to it being passed to others by use of certain of the functions of BD Multimedia and the Site such as blogs or forums. BD Multimedia reserves the right to reject or remove any username or name.

For certain functions, such as the sale or purchase of products and services, you are required to provide your name, address and billing and credit card information. For other functions such as shopper support or merchant support you may be required to give details of your name, address, email, BD Multimedia account or product order in order to obtain assistance. In all such cases you are required to provide accurate and complete information.

You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to inform BD Multimedia immediately in writing of any unauthorized use of your account or password, or any other related security breach. You may be held liable for losses incurred by BD Multimedia or any other user of the Site due to someone else using your password or customer account.

2.Age of Users

Children under the age of 13 may not use this Service and parents or legal guardians may not agree to these Terms on their behalf. If we become aware that a child under 13 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.

If you are under the age of 18 but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and applicable law. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

3.Additional Terms and Conditions; EULAs, Payment Data & PCI DSS

When you use BD Multimedia's Services to make a purchase using the BD Multimedia checkout pages, ownership of your purchase will first be transferred to BD Multimedia before your order is delivered to you.

By assuming ownership of the products you purchase using the BD Multimedia website, we take primary responsibility for delivery of your purchase and for providing you with customer service and warranty protections connected to these products. We may do this with assistance from the sellers who use our website to facilitate payment of your purchase to the extent permitted by applicable law.

As a shopper on our site, Your purchase is governed as applicable by certain laws of the United Kingdom, such as the Sales of Goods Act 1979 and the Sale of Goods and Services Act 1982 which impose requirements on us as a seller of goods and services as to quality, fitness for purpose, safety, durability and freedom from defects. Further, you may have rights as to your purchase in the UK under the Consumer Contracts Regulations 2013, which in part allow you to (1) cancel an online purchase of goods within 14 days of the purchase and gives you 14 days to return the goods for a refund, provided it is not a download of digital goods provided within this cancellation period unless defective, or to (2) cancel an online service contract within 14 days of purchase for a refund provided that the service has not been provided within this time. Provision of online services and digital downloads may not be provided within the 14 day cancellation period unless specifically requested by you in which case you may lose your right to cancellation.

We will work with You and any third party provider using our Services to resolve any disputes arising from your purchase.

Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by BD Multimedia SA on behalf of BD Multimedia HK Limited or by BD Multimedia HK Limited, depending on the type of payment method used for the purchase of the goods and/or services.

In the event you choose to pay with credit card and the payment will be processed via a European Acquirer, these terms are an agreement between you and BD Multimedia SA. For any other type of purchases, these terms are an agreement between you and BD Multimedia HK Limited and goods and/or services will be delivered by BD Multimedia HK Limited directly.

For customer service inquiries, payment questions or disputes, You may contact us by phone number +33 1 53 36 24 24.

Third parties that sell products using our site give BD Multimedia a worldwide non-exclusive, royalty-free and non-transferable license to market and be the merchant of record for their products and, where appropriate, effect delivery of digital titles and/or relevant license keys and/or product activation codes to you through the Internet and/or other networks. With respect to shoppers making such purchases, (i) the BD Multimedia Privacy Policy shall apply to all transactions and should be reviewed before making any purchase, and (ii) the BD Multimedia Refund Policy will be applicable unless notice is provided during checkout that seller-specific rules apply.

Your purchase of any digital content may also require you to accept one or more End-User License Agreements (or "EULAs") which contain specific terms set by the supplier. You will be bound by the terms of any EULA applicable to your purchase.

The terms between BD Multimedia and third party sellers are governed by separate agreements and are not subject to the Terms on this website. As required by law in the UK and/or EU, BD Multimedia shall have responsibility for the value added tax (VAT) on your purchase.

4.Site Privacy Policy

Your use of this Site signifies your continuing consent to the Payment.net Privacy Policy, which you can examine any time by clicking on the "Privacy policy" link on the Site. Personal information that you supply to BD Multimedia, and any information about your use of BD Multimedia that we obtain will be subject to the Payment.net Privacy Policy on this Site.

Where shoppers' cardholder payment data is transmitted, processed, or stored through the BD Multimedia Payment Services, BD Multimedia acknowledges that it shall be responsible for the security of such data in accordance with applicable PCI DSS requirements.

5.Changes to BD Multimedia

We may discontinue or change any BD Multimedia content, service, function or feature at any time with or without notice.

6.Proper Use of This Site

When you use any of our blogs, forums or other social and communications functions, you agree at all times to comply with all relevant usage requirements. You agree to use BD Multimedia for lawful purposes only and may use the Site only in ways consistent with the law.

You may not:

1. Use any program, spider or "bot" to gather, collect or «harvest» information from the Site.
2. Use anyone else's password or customer account at any time or attempt to gain unauthorized access to the Site
3. Infiltrate, hack, or otherwise attempt to gain unauthorized access to or compromise the integrity and/or security of the Site or servers, connected services or networks including any personal or payment information.
4. Attempt to disrupt, interfere, or slow down the Site, or servers, connected services or networks, breach or attempt to access the security of the Site, networks, servers, data, computers etc., relating to the Site or of any third party hosting, supplying or working with the Site.
5. Duplicate, copy, insert into frames or otherwise exploit the Site and/or its contents for any gain or to effect any deception or phishing, or impersonate any BD Multimedia representative or client.
6. Use any hyperlink to the Site to show BD Multimedia or its users, suppliers, customers or their products in an untruthful, derogatory or offensive manner.
7. Upload to the site any virus, Trojan, harmful or malicious code or malware, or cause or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any servers, connected services or networks.
8. Use the Site for purposes of competitive intelligence. If you access the Site and replicate on a competitive service any of the Site's features, any portion of the Site's user interface, or any other intellectual property displayed on the Site, you agree to pay damages, including but not limited to, liquidated damages in the amount of all revenue earned by such competitive service after the date material was copied from the Site.

7.Proprietary Rights

BD Multimedia reserves all rights under intellectual property law in BD Multimedia, the BD Multimedia Payment Services, BD Multimedia trademarks and proprietary information, and in any content that is on the Site.

Except as BD Multimedia may expressly state in writing, you may not reproduce, reprint, publish, or otherwise exploit content or technology from BD Multimedia or its suppliers on the Site without our express prior written consent.

8.Changes to the Terms of Use

We may change the Terms at any time and such terms shall come in effect immediately as set out above.

9.Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning BD Multimedia or this Site electronically, including notice to any email address that you may provide. Any notice shall be deemed received by you upon our posting it to this Site.

10.Content That You Supply

BD Multimedia may allow you to supply content for the Site or its functions that can be accessed and viewed by others. You agree not to post any content that violates these terms, the law, or any applicable posting rules. Content that violates applicable rules may be removed by us.

If you choose to post any content on any blog, forum or other public area of the Site, you grant us and our affiliate companies the perpetual sub licensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

11.Disclaimer of Warranties

We provide this Site and its contents "AS IS." We and our suppliers make no express warranties or guarantees about this Site. To the extent permitted by law, we disclaim implied warranties including any warranty that the site is or will be merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. we do not guarantee that this site or its content will meet your requirements, is error-free, reliable, or will operate without interruption.

12.Limitation of Liability

You may not assert any claims for damages arising from this site or its contents. to the extent permitted by law bd multimedia shall not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, even if we knew or should have known of the possibility of such damages, or even if such claim arises out of or is in any way connected with a third party's unauthorized access to your personal information, regardless of whether such damages are based on contract or tort or other theories of liability.

13.Indemnification

You agree to defend, indemnify, and hold harmless us and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

14.Choice of Law and Jurisdiction

This website is governed by the French law. To the extent allowed by the governing law, both parties agree to waive any right to jury proceedings.

15.Termination

We reserve the right to terminate your use of this Site if you violate the Terms or any rules or guidelines posted on the Site or for any other reason in our discretion.