

Terms & Conditions MiaDeRoca

(Updated July, 21st 2009)

THESE TERMS AND CONDITIONS ARE APPLICABLE EVERY TIME YOU ACCESS OUR WEBSITE AND/OR ORDER GOODS FROM OUR WEBSITE.

BEFORE PROCEEDING WITH AN ORDER YOU WILL BE REQUIRED TO SHOW THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS AND CONDITIONS. WE RECOMMEND YOU TO PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.

1. General

1.1 MiaDeRoca is owned by Regina Kainz, Schmiedkreuzstraße 6, 5020 Salzburg, Austria.

1.2 All rights of this website are owned by us. Any unauthorised use, copying or modification is prohibited.

1.3 MiaDeRoca works only under this terms and conditions. Changes or other conditions are not accepted by MiaDeRoca and herewith contradicts them. These conditions govern our relationship with you. Any changes to these conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what MiaDeRoca and you are expected to do. You confirm that, in agreeing to accept the conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the conditions.

1.4 We reserve the right to change these terms and conditions and any such changes will be communicated on this website. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.5 If any part of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

1.6 These terms and conditions apply to the use of the Website MiaDeRoca and by accessing this Website and/or placing an order you agree to be bound by these terms and conditions.

1.7 If you do not agree to the current conditions, you must immediately stop using the Website and services of MiaDeRoca.

1.8 All services and products of MiaDeRoca are available for persons over 18 years old, which are allowed to sign legally binding contracts.

1.9 We reserve the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.

2. Contract Conclusion

2.1 The presentation of the products in the web store of MiaDeRoca is no legally binding offer, it should be seen as invitation to order. All items are subject to stock availability. It is our intention to keep our website up to date and free from errors, errors in product description or pricing may occur. If we discover such an error after you have submitted an

order to us, we will contact you prior to accepting your order with the correct details. You may then either cancel your order or re-confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.

2.2 The checkout process sets out the final details of your order. When clicking "confirm the order" on the page "Step 3 of 3 - Order Confirmation" you are placing a binding order of the listed products. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is not an order confirmation or order acceptance from MiaDeRoca.

2.3 Acceptance of your order and the completion of the contract between you and us will take place when we send an order confirmation email or by the delivery of the goods unless we have notified you that we do not accept your order or you have cancelled it. If you don't receive neither an order confirmation email nor the delivery of the goods within 2 weeks, you are not bound to the order anymore.

2.4 We save your order and the details you have included. Please print out the terms and conditions and the order acknowledgement for your own records. Only the momentarily valid terms and conditions are available on the Website.

2.5 MiaDeRoca does not guarantee accessibility to the Website.

2.6 Please note that all calls to our Customer Services Representatives will be charged at the local rate for calls to Austria (charges may vary).

3. Customer Account

3.1 To order products from MiaDeRoca you have to register your details and create a customer account with a valid email-address.

3.2 It is your obligation to keep the password secret to enter your customer account. You should not hand out this password to others or make it available to anybody else.

3.3 You accept that the usage of the MiaDeRoca customer account with your password is evidence, that you are using the MiaDeRoca services.

3.4 In case of losing your current password, you have to request a new password online. As all passwords are saved encrypted, MiaDeRoca is not able to recover passwords.

3.5 When filling the details to your customer account you are obligated to use correct information. You should not to use a wrong name, address or email account.

3.6 MiaDeRoca follows legal regulations to save your personal data. MiaDeRoca does not hand out or sell your data to third parties, except from statutory discovery of documents.

3.7 You can login to your customer account and view or change your data. You can contact MiaDeRoca to cancel your customer account.

3.8 All prices are shown in Euro and include VAT (where applicable) at the applicable current rates but exclude delivery charges, unless expressly stated otherwise. For further information on delivery charges see the Delivery section. For easier reference prices in GBP and USD are also mentioned, the actual price depends on the current rates and charges of your credit card or bank-account.

4. Payment

4.1 We deliver against payment, cash in advance, or payment with PayPal. We reserve the right to exclude individual types of payment and to only deliver them in return for cash on delivery or cash in advance. In individual cases, in particular in the case of goods which have been changed or produced based on the customer's specifications (items with an engraving or an imprint), we reserve the right to only deliver the goods if fully paid. The payment options differ depending on the country.

5. Right of cancellation

5.1 Please note that if you wish to return goods under our Approval guarantee, you have 15 days from receipt of the goods to return them to us. Within this timeperiod we accept cancellation by letter, fax or email. Send your cancellation to: MiaDeRoca, Owner: Regina Kainz, Schmiedkreuzstraße 6, 5020 Salzburg, Austria, Fax: +43 (0)662 424 626, email: mia@miaderoca.com. Please keep evidence of your cancellation notice. MiaDeRoca will process the cancellation as soon as possible, but within 30 days after notification.

5.2 In the unlikely event that you receive faulty or damaged goods, please contact us. All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible.

6. Warranty

6.1 The warranty is based on the statutory regulations.

6.2 All products are sold on the basis that they are for personal, domestic use only.

7. Use of Cookies

7.1 A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programmes or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. Cookies do not contain confidential information such as your address, telephone number or payment details.

We use cookies on MiaDeRoca for two reasons: firstly Cookies are set by our web analytics solution, secondly during the shopping process, to enable data transportation.

7.2 We use Google Analytics as our web analytics solution. Google Analytics uses a first-party cookie and JavaScript code to collect information about visitors and to track advertising campaign data. Google Analytics anonymously tracks how visitors interact with our site, including where they came from, what they did on a site, and whether they completed any of the site's conversion goals.

7.3 On several MiaDeRoca Web pages cookies are used. The use of cookies enables frictionless data processing during the shopping process. These data ist no personal information, but anonymised data.

7.4 You usually have the ability to set your browser to accept all cookies, or to notify you when a cookie is issued, or not to receive cookies at any time. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the features of this and other Web sites you visit.

8. Use of your Personal Information

8.1 Personal data is information, concerning your identity: name, address, billing address, delivery address, phone number and email address. We collect information about you solely to process your order and to provide you with the best possible service. We are committed to protect your privacy. We never pass your personal information on to any other companies or third parties. If we are requested by the police, or other regulatory or government authority to provide your Personal Information, we are entitled to do so.

8.2 If you choose, without ordering, to use one of our services (e.g. newsletter), we need your agreement to save your data. When you create a customer account you will be given the option to receive information from MiaDeRoca by email. In the event that you do not wish to receive a newsletter, ensure that you tick the appropriate box as you go through the registration process. You can check the information that we hold about you by emailing us. You may unsubscribe from our newsletter list at any time.

8.3 We save your ordering data and send you an order acknowledgement email detailing the products you have ordered and the terms and conditions. You can access your order information in your customer account.

8.4 You have a right to gratuitous information concerning your stored data, as well as a right to correction, lockage or deletion of such data. Please address requests to us per email, fax or mail.

9. Security

9.1 We implement technical and organisational measures to secure the personal information, submitted to us, against loss, destruction, access, change or dissemination of your data by unauthorised persons. Sensitive Areas, that can include your personal data, are encrypted. You recognize these pages, as the URL starts with 'https://' and you see a yellow padlock symbol displayed on the browser status bar.

Information on SSL Web Server certificate of MiaDeRoca:

Certification Authority: Equifax Secure Certificate Authority

Signature Algorithm: sha1RSA

Public Key: RSA (1024 Bits)

10. Anonymised Data

10.1 When visiting our web site and store, data about your access (date, time, viewed pages) can be saved on our server. This data is no personal information and anonymised. We use it solely for statistical purpose.

11. Liability and Indemnity

11.1 MiaDeRoca shall not be responsible to you whether in contract, tort (including negligence) or otherwise for incidental, special, indirect or consequential loss or damage, any loss of profit (direct or indirect), loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure economic loss arising out of or in connection of the performance or non performance of our obligations under these terms and conditions including such damage as may be reasonably foreseeable at the date you order the goods.

11.2 While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether expressed or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.