

## GENERAL TERMS OF USE

### TERMS

User : person or company who orders FLASH-BACK, pays on line and provides an original document to restore.

Original document : picture or else (engraving, historical property contract) entrusted by the user to flashback this support may be numerical or physical (slide, negative photo support, paper picture,...)

Treatment : set of operations made by FLASH-BACK on an original document to improve it.

FLASHBACK ALWAYS work on a COPY of the file in a way not to damage the original no matter the operation.

treated document : final corrected file

order : commitment between the user and FLASH-BACK

items : part of an order. An order can be made up of several items.

Warning : canceling an order means canceling ALL the items of it.

By ordering FLASH-BACK the user is bound to agree with the general terms of use hereunder.

1. All original documents entrusted to FLASH-BACK is considered as free of copyright. The user is fully responsible of the material transmitted to us.
2. FLASH-BACK will never be held liable in any way of confusing contents, damage to the representation of person, undermining the people privacy or plagiarism. FLASH-BACK doesn't create any contents.
3. The treatment is always as close as reality (including original context) as possible
4. However, when a large part of an original document has to be rebuilt, there can be some light interpretation of the subject.
5. You can send us an email for any further information or advice before fulfilling the order. Mainly in french or english please, but also eventually in german or spanish. FLASH-BACK will answer within the 72 (working) hours.
6. FLASH-BACK reserves the right to refuse any order that would be technically impossible to improve. Or for some equivocal contents ( that could represent an offense to morality or suspicion of fraud - Only we will be able to rule). This decision will be sent as «order confirmation» and generates the total cash-back via the same means used for the order payment. Our refusal to execute an order will never involve any compensation.
7. FLASH-BACK commits to make every effort to fulfill your order within 15 working days however in case of overload, a warning e-mail will be sent to you.
8. Each transmitted original document is considered as confidential by FLASH-BACK. However we are automatically authorised to use unidentifiable part of transmitted contents, treated or not, to promote our business. Only the checked box in our subscription form will forbid this option. This choice is free of charge.
9. The use of our work is totally free for the customer. He remains in full property of it. No copy right of any kind will be applied on the original or the corrected file.
10. Each user can subscribe on the FLASH-BACK website, by inserting his data on the appropriate registration form, if the customer intends to proceed to purchase. The user guarantees FLASH-BACK that all information communicated is current, sincere and correct, and will undertake to notify FLASH-BACK of any variation in his data.  
If FLASH-BACK has a doubt about the transmitted information, or for any other reason, it reserves the right to deny access to the website or suspend the user account without warning.
11. FLASH-BACK is the owner of all the contents of its website. Using any part of it is illegal and forbidden.
12. FLASH-BACK reserves the right to modify the technical data and prices without warning. Obviously those changes won't be applied to the pending orders.
13. RETRACTION  
The retraction right of the consumer cannot be applied because of the tailor-made character of our services if:
  - 13.1. See 2013.12.21 law : the service has been fully provided or if the performance has begun with the prior express consent of the consumer (who also acknowledged that he will lose his right of withdrawal once the contract has been fully performed by FLASH-BACK)

- 13.1.2. An original document has been supplied on a digital support; and if the performance has begun with the prior express consent of the consumer (who also acknowledged that he will lose his right of withdrawal once the contract has been fully performed by FLASH-BACK)
- 13.2. Because of the tailor-made character of our services, the consumer agrees he cannot use his withdrawal rights.
- 13.3. An order is definitive as soon as the confirmation e-mail is sent (automatically by e-mail) Only a cancellation by means of the form for that purpose (connexion - my account - order - cancellation) **BEFORE** the emailed confirmation will be relevant.

#### 14. VAT RATE

The belgian VAT rate (21%) is applicable, except for the professionals from the UE that filled the VAT number field of the form, VAT intra-community rate is then applicable (0%).

15. TRANSMISSION OF PHYSICAL DOCUMENTS (dias, photographs, pictures, ektachromes, etc)  
If the user send us a physical document, he will be the only responsible in case of loss or deterioration before its reception by FLASH-BACK. Transportation deterioration will never be charged on FLASH-BACK even if the intermediate has been proposed by FLASH-BACK.

FLASH-BACK sent back the provided documents via registerd mail by Bpost (Belgian post) in a reinforced envelope with. Receipt endorsement required. An additional transportation insurance will automatically be subscribed.

#### 16. UNAVAILABILITY OF OUR WEBSITE

Our website could be unavailable for different reasons : technical problem, upgrade, maintenance, network overload,... We always look to shorten such unavailability, but there will not be any compensation paid to users for the inconvenience.

The eventual links towards other websites (partners, sponsors or advertisers) are independents and FLASH-BACK cannot be held liable in any way to their contents.

#### 17. COMPLAINTS

A complaint to be valid must be sent within the 48 hours starting from the final files reception, through the section »complaint» of our website.

- The use of all or part of our website is forbidden in accordance with the copyright and the privacy policy.
- If we don't receive the order document(s) within the 15 days after the confirmation mail, the order will automatically be deleted and cashed-back.

The Liège Courthouse - Dpt Verviers (Belgium) is the only competent for any conflict.

#### 18. COMMITMENT

FLASH-BACK is committed with the customer from the order reception AND the original delivery until :

- A. The corrected file and eventual return of the original as described upper
- B. The cancellation by the customer
- C. The cancellation by FLASH-BACK for one of the reasons described upper

#### 19. PRIVACY POLICY

Any information sent to FLASH-BACK through the subscription form are kept confidential and are only used by FLASH-BACK for the processing of the order or eventually for the promotion of FLASH-BACK. Those data will not be transmitted, sold, crossed or used for commercial purpose outside FLASH-BACK.

For more information see GDPR

Your original documents are corrected within our office with discretion and tact. FLASH-BACK is the service provider of all the work brought to your order.

#### 20. IDENTIFICATION

Only the login (mail adress) and password can identify a user

The order is tagged with an inner code (send to you by the confirmation email)

This code is the only identification of your order. It is the only way for you to receive information about your order, send cancellation, etc. Don't lose it.

#### 21. CONFIRMATION

Any confirmation, modification or cancellation of your order by FLASH-BACK will always be sent by email via the communicated mail adress of your subscription form.

The user will only be able to cancel his order through the form of the page «connexion» - my account -cancel.

## 22. TREATMENT

Original documents are handled with the greatest care by professionals using professional material. The tailor-made treatment is an expert job. Physical originals and/or scanned are NEVER altered by us. We always treat copies.

## 23. SUPPLY OF TREATED DOCUMENTS

Treated documents by FLASH-BACK are sent back as file (.jpeg) of the highest quality possible. If the end file is too large to be sent by email, it will be sent via WeTransfer to the customer and an e-mail will give him the access to download within 8 days. We receive an automatic confirmation when it has been done.

FLASH-BACK reserves the right to modify these terms of use at anytime and without warning. By the way we invite you to check them regularly.

Transparency and confidentiality are the better way to share a good experience, we hope will inspire you to renew. Thank you for your trust.