Yokoso Japanese Gardens Ltd. - Privacy Statement and Disclaimer - July 2019

Policy - Privacy
This page informs you of the Yokoso Japanese Gardens Ltd. (We, Our) policies regarding the collection, use, and disclosure of personal data when you use our service and the choices you have associated with that data. We use your data to provide and improve our service. By using the service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meaning as in our written Terms and Conditions.

We collect several different types of information for various purposes to provide and improve our service to you. While using our service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to:

• First name and last name
• Gender
• Postal Address
• Phone number
• Email address
• IP address
• Location
• Cookies
• Usage Data

Our websites and services are secured by SSH technology. We may also collect information how the service is accessed and used ('Usage Data'). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data. We use cookies and similar tracking technologies to track the activity on our service and hold certain information. Cookies and scripts are used to collect and track information and to improve and analyze our service. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our service.

We use the collected data for various purposes like:
• To provide and maintain the service
• To notify you about changes to our service
• To provide customer care and support
• To provide analysis to improve the service
• To monitor the usage of the service
• To detect, prevent and address technical issues

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside the Netherlands and choose to provide information to us, please note that we transfer the data, including Personal Data, to the Netherlands and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. Yokoso Japanese Gardens Ltd. will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

We may disclose your Personal Data in the good faith belief that such action is necessary to:
• To comply with a legal obligation
• To prevent or investigate possible wrongdoing in connection with the service
• To provide us with certain information that you provided us with
• To protect the personal safety of users of the service or the public
• To provide customer care and support

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. We may employ third party companies and individuals to facilitate our service (service providers), to provide the service on our behalf, to perform service-related services or to assist us in analyzing how our service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose. We may use third-party service Providers to monitor and analyze the use of our service. Our service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party’s site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Our service does not address anyone under the age of 18 ('Children'). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our service, prior to the change becoming effective and update the ‘effective date’ at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. If you have any questions about this Privacy Policy, please contact us at:

Contact: Ton Magielsen
Phone: +31 6 206 75 854
Email: info@yokosojapanesegardens.com
Web: https://yokosojapanesegardens.nl
Address: Zuidwijk 68, 2771CD, Boskoop the Netherlands

Policy - Storage
In the event that the customer has purchased and paid for goods which are temporarily stored on the premises of Yokoso Japanese Gardens Ltd., the following provisions must be observed; Yokoso Japanese Gardens Ltd. can under no circumstances be held liable for any damage that may occur during the temporary storage of these goods. An amount of € 150.00 per month per pallet location is charged for the temporary storage of goods. The costs for storage must be paid in full before the goods are sent to the owner.
Policy - Refunds
Goods that have already been paid for by the customer, but cannot be delivered/shipped by Yokoso Japanese Gardens within 12 months after the full payment due to negligence on behalf of the customer, remain the property of Yokoso Japanese Gardens Ltd. The customer hereby loses any right to compensation and/or refund of the amount paid, and Yokoso Japanese Gardens Ltd. is free to offer the item for sale again.

Negligence means; failure to respond to any correspondence from Yokoso Japanese Gardens Ltd. regarding transportation fees and other additional costs incurred to get the product to its destination.

Policy - Liability
The liability of Yokoso Japanese Gardens Ltd. under the agreement with the client is limited to such an amount that, in accordance with standards of reasonableness and fairness, is proportional to the agreed price.

Yokoso Japanese Gardens Ltd. is not liable for damage of any kind that arises because or after the client has taken the manufactured goods into use after processing them, or after they have been delivered to third parties, respectively. Furthermore, Yokoso Japanese Gardens Ltd. is not liable for damage in the form of loss of turnover or reduced goodwill in the company or the profession of the client.

Policy - Applicable law and disputes
Dutch law is exclusively applicable to the agreements between Yokoso Japanese Gardens Ltd. and the client. All disputes between parties, if the court has jurisdiction, will be settled by the court of the district in which Yokoso Japanese Gardens Ltd. is located. Yokoso Japanese Gardens Ltd., however, remains authorized to summon the client before a court that has jurisdiction according to the law or the applicable international treaty.