

Terms and Conditions for PasteHaven VIP Subscriptions

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1. Explicit Consent for Immediate Access and EU Withdrawal Waiver

1.1 Explicit Consent Mechanism

By purchasing a PasteHaven VIP subscription (monthly, tri-monthly, or annual), you **explicitly consent** to immediate access to premium features, including:

- Priority content delivery
- Ad-free browsing
- Exclusive member forums

Under **EU Consumer Rights Directive Article 16(m)**, this consent voids your statutory 14-day withdrawal right **provided**:

- A mandatory checkbox appears during checkout stating:

"By clicking this checkbox you agree to our Terms and Conditions "

- Post-purchase confirmation emails reiterate this waiver.

Non-EU users waive all withdrawal rights unconditionally under 6 Del. C. § 2-316.

2. Non-Refundable Subscriptions and Exceptions

2.1 General Refund Prohibition

All payments are final except for:

- **Technical failures:** Platform unavailability ≥ 72 hours (proof).
- **Material misrepresentation:** Advertised features not delivered (e.g., missing ad-free access).
- **Fraudulent charges:** Verified via bank dispute resolution.

Refund requests must include:

1. Video/photo evidence of systemic failure.
2. Proof of payment and account email.

2.2 EU-Specific Refund Rights

EU users retain withdrawal rights **only if**:

- Service access is delayed beyond 24 hours post-purchase.
- The explicit consent checkbox was not presented during checkout.

3. Auto-Renewal and Cancellation

3.1 Renewal Mechanics

Subscriptions renew automatically unless canceled ≥ 48 hours before cycle end. Users receive:

- **Renewal notice:** 7 days prior via email (EU) or 3 days (non-EU).
- **Post-renewal confirmation:** Invoice with updated terms.

3.2 Cancellation Process

- **EU users:** Cancel via one-click button in account settings.
- **Non-EU users:** Submit cancellation request via email (processed in 72 hours).

Failed payments incur:

1. Three retry attempts over 3 days.
2. Account suspension after 7 days.
3. Reactivation fee: 15% of owed balance.

4. Amendments to Terms

4.1 Modification Rights

PasteHaven reserves the right to update terms unilaterally, subject to:

For EU Users:

- **Material changes** (e.g., price, renewal terms):
 - 30-day advance notice via email + in-app banner.
 - **Opt-in consent** required via rechecked checkbox.
 - Right to cancel with prorated refund during notice period.

For Non-EU Users:

- Changes effective immediately upon website posting.
- Continued use constitutes acceptance.

4.2 Version Control

- Previous terms archived at pastehaven.com/terms/archive.
- Redline comparisons available upon request.

5. Jurisdictional Compliance

5.1 U.S. and International Terms

- Governed by Delaware law (6 Del. C. § 2-316).
- Class actions waived; disputes resolved via AAA Commercial Arbitration.

6. Dispute Resolution

6.1 Binding Arbitration

- **EU users:** ICC Arbitration (Paris) under Rule 29.1.
- **Non-EU users:** AAA Commercial Rules (Delaware seat).

6.2 Liability Limitations

PasteHaven's liability capped at **12x monthly subscription fees**, excluding:

- Wilful misconduct.
- GDPR breaches.
- Personal injury claims.

7. Termination and Account Security

7.1 Termination Rights

PasteHaven may suspend accounts for:

- Payment failures ≥ 14 days.
- Bot scraping, API reverse-engineering, or infrastructure overload.

7.2 Data Retention

- Deleted accounts: Content purged within 90 days.
- EU users: Right to erasure under GDPR Article 17.

By using PasteHaven VIP services, you irrevocably agree to these Terms.

For inquiries, contact support@pastehaven.com.