

**Toadsquare Terms & Conditions are available in several languages. If you do not understand one of these languages, you should not register on Toadsquare website.**

# Toadsquare Terms & Conditions

*Last updated: 18 April, 2013*

## PREAMBLE

Please read this document carefully. This document governs your ("**User**", "**You**", "**Your**") relationship with Toadsquare S.à.r.l., with registered address at 123/125, avenue du 10 Septembre, L-2551 Luxembourg, Grand Duchy of Luxembourg, registration number B 176.867, ("**Toadsquare**", "**We**", "**Us**", "**Our**"). Set forth below are the Terms & Conditions (the "**Terms & Conditions**") under which Toadsquare makes available its internet website, [www.toadsquare.com](http://www.toadsquare.com) (the "**Site**"), and the services provided by Toadsquare (the "**Services**"), to each person or entity accessing or using the Site or the Services.

## 1. Acceptance of terms

### 1.1 Registration as a member

**(a)** Registration on the Site is free. In order to register on the Site and become a member of the Toadsquare community and make a transaction, You need to provide certain of the following information as well as other information marked as required on the subscription form: Your email address, a password, Your full name, as well as Your country of residence. Any changes in respect to this information shall be updated through the Dashboard by clicking on Global settings <http://www.toadsquare.com/en/dashboard/globalsettings>.

**(b)** By registering on the Site and clicking on the "*I acknowledge to have read, understood, and agreed the Terms & Conditions of the Toadsquare website*" button, You represent that You understand at least one of the languages in which the Terms & Conditions are available and have read, understood and agreed the Terms & Conditions. In case You do not understand those languages or the Terms & Conditions, You should not register on the Site. The Terms & Conditions shall have the same legal effect and force as a written and signed document. If You do not agree to any of the terms and conditions stated in the Terms & Conditions, do not click such a button or otherwise access or use this Site or the Services or any information contained on this Site. Any violation of the Terms & Conditions can result in actions by Us including, but not limited to, termination of Your account and right to use the Site, as well as any removal of any materials uploaded/published by You on the Site.

Upon registration on the Site, You chose to affiliate to one of the following three categories: (i) creatives, (ii) associated professionals, (iii) enterprises in order to describe Your profile for the benefit of other Users. Please note that Your choice to affiliate to one or the other category is made for presentation purposes only and is not relevant for qualification of Your activities from legal or tax stand point.

**You hereby warrant that You have a legal capacity to enter into contractual relationships and in particular to accept these Terms & Conditions.**

**(c)** Please note that Toadsquare reserves the right to cancel the account if no login or use of it is made for a period of one (1) year. You will be informed about such action through User's Website internal email box (hereafter referred to as "**Tmail**", or as the case may be by email).

**(d)** You hereby declare to be aware that the communication between You and Toadsquare will mainly be done through Tmail and possible email. Therefore, You undertake to regularly consult Your messages on your Tmail.

## **1.2 Amendment of these Terms & Conditions**

Toadsquare may amend these Terms & Conditions from time to time, and place the new version on the Site.

Any changes to these Terms & Conditions will be notified to the User by publishing a notification on the Site and/or by making a notification by email or Tmail. If You continue using the Site following Toadsquare's notification about the changes, this will constitute Your acceptance of such changes. If You do not agree to any changes to these Terms & Conditions, then You must cease using the Site and the Services.

## **1.3 Account, password and security**

As part of the Site registration process, You will create Your account and You will have Your own password. You are solely responsible for maintaining the confidentiality of the password and your account, and are fully responsible and liable for all activities that occur under Your account, including, without limitation, all actions by any unauthorized users registered under Your account.

You agree to (i) immediately notify Toadsquare of any unauthorized use of Your password or account or any other breach of security, and (ii) ensure that You properly log out from Your account at the end of each session.

Toadsquare cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of Your account.

## **2. Description of the Services, role of Toadsquare and fees**

### **2.1 Description of the Services**

The Site provides a number of Services to the creative industries by offering a platform that allows Users to interact, upload content and sell or purchase products or services from other Users through the Site.

These activities may be exercised by Users on the Site through several sections, including but not limited to Film & Video, Music & Audio, Photography & Art, Writing & Publishing, Performances & Events, Educational material, Work, Products, Blogs, Forums, Advertising. For detailed information about the above mentioned sections, please see the Description of the Services <http://www.toadsquare.com/en/cms/descofservices>.

### **2.2 Role of Toadsquare**

Toadsquare is a platform provider that operates the Site and provides Services. Toadsquare Services mainly comprise selling/providing storage space (the "**Storage Space**") to Users for them to upload/publish their content (the "**User's Content**").

BOTH USERS AND TOADSQUARE AGREE THAT TOADSQUARE ONLY HAS A TECHNICAL ROLE REGARDING ITS SITE AND THEREFORE, ONLY ACTS AS A HOSTING SERVICES PROVIDER.

THEREFORE, USER AGREES THAT TOADSQUARE'S ROLE IS LIMITED TO HOSTING SERVICES PROVIDER AND THAT ITS LIABILITY REGARDING CONTENT ON THE SITE IS LIMITED ACCORDING TO APPLICABLE LAW.

## **2.3 Fees**

### **2.3.1 Free in membership**

Once the membership of a User is completed, the latter receives free use of a certain quantity of Services such as blog, media projects, forum, or download of apps.

If Users wish to use extra features on the Site, Services will be charged by Toadsquare according to the price table that may be modified from time to time, as mentioned under clause 2.3.2 below.

### **2.3.2 Storage Space Fee**

All products come with a standard 50 MB space allowance. If a media project is going to use more Storage Space, You may purchase additional Storage Space from Toadsquare. The free Storage Space allowed to the user will be valid for a limited period of time depending on the media project chosen.

Any Storage Space bought shall be eligible for renewal according to information provided on the Site.

The fees for Storage Space (the "**Storage Space Fees**") on the Site are available at <http://www.toadsquare.com/en/package/information> for members and <http://www.toadsquare.com/en/package/packageinformation> for non members. The Storage Space Fees will be displayed on the Site, in Euro or USD as the case may be, all applicable taxes will be included at the time of the check out since certain taxes depend on the country of residence of the seller and the buyer.

By purchasing Storage Space on the Site, You automatically accept the price as published next to the Storage Space that you are buying. In certain cases Toadsquare may propose certain Storage Space on the Site for free, whereas any additional Storage Space will be charged according to the Storage Space Fees that is displayed on the Buy Tools page of Your membership information page available from the Dashboard at <http://www.toadsquare.com/en/package/buytools>.

### **2.3.3 Payments through PayPal**

All payments on the Site shall be made through PayPal. Therefore, Users must subscribe to PayPal and create an account in order to be able to make purchases or sales on the Site. Please note that guest users of PayPal may be able to use their credit cards without having a PayPal account only for products sold directly by Toadsquare (such as Storage Space).

Your use of PayPal is subject to terms and conditions provided by PayPal and available on its website. Toadsquare cannot and will not be liable for any loss, damage or other liability arising from the use of PayPal.

### **3. Contracts concluded between the Users on the Site and fees**

You may conclude purchase contracts with another User on the Site, for example, when buying any materials/products proposed by another User on the Site. You acknowledge that such a contract is concluded between You and the other User and that Toadsquare is a third party to such agreement. You hereby expressly agree that Toadsquare will be entitled to charge a service fee for any transactions made on the Site (the "**Transaction Fee**"). The Transaction Fee shall be automatically added on the price chosen by User offering product/media in way that the prices of Users' medias/products published on the Site shall be published already with the Transaction Fee included. The exact amount of the Transaction fee in relation to Users' transactions will be available in the Cart checkout. The applicable Transaction Fee will be this in force at the time of the transaction between Users. The Transaction Fee will be displayed or included in the price displayed at several places when making a purchase (currently the greater of EUR 0,40 / USD 0,50 or 15 percent but is subject to change from time to time).

Toadsquare does neither intervene nor control the relations between the Users. Toadsquare is not a representative, agent or broker for the business relationship between the Users and therefore, does not mediate or in any other way intervene in the relationship between the Users.

Please note that Users are solely responsible for compliance with any tax or any other related requirements applicable for their transactions with other Users. The Users are provided with the possibility to indicate onto their Dashboard any applicable taxes for their transactions with other Users (especially as concerns the Value Added Tax or similar consumption taxes as and if applicable).

While uploading any User Content in order to sell it on the Site, You will set the price. Such price will include shipping charges for all areas of the globe as well as the applicable taxes, if any. Toadsquare does not intervene in the setting of the prices, the shipping prices or taxes, which are of Your sole responsibility as a seller.

### **4. Refunds**

**4.1.** We offer You a 14 days refund of the purchase of Storage Space in case You change Your mind and have not used the space to store User Content. We do not refund in case You have already used the Storage Space bought, i.e. You uploaded material/content and changed Your mind afterwards.

If the conditions for getting a refund as mentioned above are satisfied, You may request a refund through Paypal and subject to Paypal terms and conditions or, for products sold directly by Toadsquare, at any time from the Dashboard.

**4.2. The refunds are only possible for the Storage Space bought on the Site. Toadsquare is in no event responsible for any refunds concerning the transactions and purchases made between the Users.**

**4.3.** We will not refund of the purchase of Storage Space in case material or content is deleted pursuant to the report abuse system according to clause 13.

**4.4.** Toadsquare does not take part in the relation between event organizers and Users. In case an event is deleted or cancelled by the organizing User before the scheduled date, the choice to refund or not is up to the organizing User.

### **5. User's Content and third party content**

### **5.1. User acknowledges and agrees that:**

**(a)** the User's Content, including but not limited to, all information, data, text, software, music, sound, photographs, images, videos, advertisements, messages or other materials communicated, submitted or transmitted by User through the Site, whether publicly posted or privately transmitted, are the sole responsibility of the User from whom such User Content originated,

**(b)** User, and not Toadsquare, is responsible for all User Content that User or upload, post, email, distribute, communicate, transmit, or otherwise make available using the Site and the Services or that is otherwise made available through the use of User's account (if User has one), whether or not authorized by User,

**(c)** by using the Site and the Services, User may be exposed to User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, offensive, indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in which case We encourage You to use Our "Report a problem" procedure as described in [section 13](#)), and

**(d)** by communicating or transmitting any User Content using the Site or the Services, User grants to Toadsquare an irrevocable, non-exclusive, and worldwide license to use such User Content for the purpose of operating the Site and supplying the Services, and User warrants to Toadsquare that it has the right to grant such license for such purposes. Account is taken of the consideration for the license in the calculation of the Storage Space Fee.

**5.2.** Toadsquare may provide references, frames or hyperlinks to internet websites maintained by third parties. Toadsquare is not aware of the content of such third party websites and makes no claims, representations or warranties regarding such third party websites or the contents of the same. Toadsquare is not responsible for, nor does it endorse or recommend, any products or services provided by such third parties through such third party websites or by any other means.

**5.3.** Toadsquare will not make backups of User's Content and will not be held responsible in case of loss or destruction of such content, for example due to malfunction of the Site. Users are solely responsible to make their own backups of their User's Content. Nevertheless, Toadsquare reserves the right to make backups of User's Content and will, in that case, observe the data retention period required by Luxembourg laws.

## **6. User's conduct**

**6.1** In connection with User's use of the Site and the Services, and without limiting any of User's other obligations under these Terms & Conditions or applicable law, User shall, without this list being limitative:

**(a)** comply with: (i) these Terms & Conditions and all other policies as published on the Site from time to time, (ii) all local and international laws applicable to User, including, among other things, the Luxembourg Act of 2 August 2002, concerning the protection of persons in relation to processing of personal data, as modified (the "**Data Protection Act**"), and all other laws related to unsolicited commercial email messages, defamation, privacy, obscenity, intellectual property, (iii) all other rules or regulations applicable to User, and (iv) all privacy policies or similar policies or procedures to which User may be bound that are related to User's use of the Services;

**(b)** not upload, post, email, distribute, communicate, transmit or otherwise make available any User Content that: (i) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, offensive, indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, (ii) infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party, (iii) User does not have the right to make available by reason of any law or contractual or fiduciary relationship (including inside information, and proprietary or confidential information obtained or disclosed in connection with an employment relationship or pursuant to a confidentiality agreement), or (iv) comprises or includes any "junk mail", "spam", "chain letters", "pyramid schemes", or any similar form of solicitation;

**(c)** comply with any local or international law, rule or regulation governing children's privacy, rights of personality or otherwise related to protecting minors;

**(d)** not interfere with or disrupt the Site or the Services or servers or networks connected to the Site or the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Services;

**(e)** not engage in excessive usage of the Site or the Services, as determined by Toadsquare in its sole discretion, including usage that adversely affects the speed, responsiveness, or functionality of the Site, or disrupts the availability of the Site and the Services for other users;

**(f)** not attempt to damage, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Site or the Services in any manner;

**(g)** not upload, post, email, distribute, communicate, transmit, or otherwise make available any viruses or similar malicious software that may damage the operation of a computer, the Site, or the Services; and

**6.2** User further acknowledges and agrees that Toadsquare may cooperate with any governmental authority in connection with any investigation into User's use of the Site or the Services, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any User Content, and any other information pertaining to the User or to User's use of the Site or the Services, to such governmental authority in connection with any such investigation or action.

6.3 User accepts to receive invoices by electronic means.

## **7. Indemnity by User**

User shall indemnify, defend and hold harmless Toadsquare, its affiliates, and their respective directors, officers, employees, servants and agents from and against all claims, demands, damages, liabilities and costs (including legal fees on a full indemnity basis) arising out of or in connection with these Terms & Conditions.

## **8. Entry into force and termination**

**8.1.** These Terms & Conditions shall automatically become effective upon registration and acceptance of the Terms and Services, and continue until it is terminated.

**8.2** Toadsquare, in its sole discretion, may terminate Your password, account and/or Your right to use the Services, and remove and discard any and all of Your User's Content, at any time in case of,

including and not limited to, lack of use, failure to timely pay any Storage Space Fee due to Toadsquare, or if Toadsquare believes You have violated or acted inconsistently with the letter or spirit of the present Terms & Conditions.

Toadsquare also reserves the rights to suspend or delete membership in case a User's email address is not valid.

**8.3.** Pursuant to section 4, termination of these Terms & Conditions, whether it is for breach as defined in section 8.2 above, or any other reason, shall not entitle User to any refund of sums paid by User. However, such termination shall not release User from paying the amounts due to Toadsquare prior to termination.

**8.4.** User can unsubscribe at any time.

**8.5.** Upon termination of the Terms & Conditions for any reason, User shall immediately cease all use of the Site and the Services, and User acknowledges and agrees that Toadsquare may, in its sole discretion, take any measures Toadsquare reasonably deems necessary or desirable to prevent further use by User of the Site or Services, including by blocking User's IP address. User further acknowledges and agrees that upon termination of these Terms & Conditions, Toadsquare shall not be obliged to retain any User Content or to provide the same to User, but may elect to do so in its sole discretion.

## **9. Accessibility of the Site and the Services**

You understand and agree that the Site may, at times, be inaccessible or inoperable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which Toadsquare may undertake from time-to-time; or (iii) causes beyond Our control or which are not reasonably foreseeable by Toadsquare. Toadsquare's Site is offered as-is, and as-available, and without any guarantees to the extent allowed by applicable law. While Toadsquare will make efforts to maintain the Site up and running, Toadsquare has no control over the User's ability to access the Site at any particular time and Toadsquare is not responsible for any limitation of services due to technical difficulties beyond its control, including any interruption of User's own Internet access or of service in providing the Site.

## **10. Limitation of liability**

**10.1** If Toadsquare is found to be liable, Our liability to You or to any third party, except in case of gross negligence or willful misconduct, is limited to the smallest of (a) any amounts due under the present Terms & Conditions up to the full cost of Fee paid during the period of default, (b) the total Storage Space Fee you paid to Us in the 12 months prior to the action giving rise to the liability, and (c) €150.

**10.2** For the avoidance of doubt, any and all indirect, consequential or similar damages are excluded from Toadsquare's liability.

**10.3** You hereby agree to release and hold Toadsquare harmless from any liability as regards disputes that may arise between two or more Users in connection with a transaction that has been carried out or planned.

## **11. Intellectual Property**

**11.1** The Site and all information and screens appearing on this Site, including documents, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Toadsquare, and are protected by author rights.

**11.2** Toadsquare is a protected trademark with all rights to it belonging to Toadsquare. The User is strictly prohibited to use this trademark without Toadsquare's prior written consent.

**11.3** User guarantees and expressly declares that any User Content published on the Site does not infringe any third party's intellectual property right or in any other way does not constitute an illegal material.

**11.4** You hereby consent to transfer to Toadsquare all intellectual property rights attached to emails received or sent by You through Tmail and messages or other content posted by You on forums and blogs available on the Site, including and not limited to the rights of representation, adaptation, translation, use, marketing, distribution and publication.

## **12. Privacy policy**

Your information is collected and utilized pursuant to the present clause forming Our privacy policy (the "**Private Policy**"). Your Personal Data is legitimately processed in compliance with Data Protection Act for the performance of these Terms of Service, to ensure good management and constant improvement of Services and their new features; to facilitate Users account creation and the logon process, to contact you in respect of our Services or your account; to respond to legal requests and prevent harm.

The term "Personal Data" in this Privacy Policy will be used as defined in the Data Protection Act.

### **12.1 What Personal Data does Toadsquare process?**

**Registration information.** You need a Toadsquare account in order to have access to all functionalities of the Site. When You register for an account, We collect certain of the following information as well as other information marked as required on the subscription form: Your email address, a password, Your full name, as well as Your country of residence. Please note that Your email address and physical address may be communicated to another User of whom You have reported User Content through the report abuse system.

- **Billing and shipping information.** If You buy Services on the Site, We require You to provide Your billing and shipping details, as the case may be, such as a name, billing and /or shipping address, email address and financial information corresponding to Your PayPal account details.
- **Account settings.** You can set various preferences and personal details on pages like Your Global Settings. For example, Your default language, time zone and communication preferences.
- **Other data You intentionally share.** We may collect Your personal information or data if You submit it to Us in other contexts such as the information You display on Your account, the forum, comments provided on the Site, Your Work profile accessible on the Site, or all communication with other Users.
- **Technical information.** We may collect certain technical information concerning the devices that You are using for accessing the Site or other technical information, such as IP address, browser type and others.



- **Data for backup purposes.** Despite what is said above, Toadsquare may make backup copies of User's Content for security purposes. If such backup copies are made, Toadsquare will observe the data retention laws applicable in Luxembourg, especially as regard the retention period.
- **Use of Cookies.** We use cookies on this Site. Cookies are small bits of data We store on the device You use to access Our services so We can recognize repeat Users. Each cookie expires after a certain period of time, depending on what We use it for. We use cookies for several reasons:
  - **To make Our site easier to use.** If You use the "Remember me" feature when You sign into Your account, we may store Your username in a cookie to make it quicker for You to sign in whenever You return to Toadsquare.
  - **For security reasons.** We use cookies to authenticate Your identity, such as confirming whether You are currently logged into the Site.
  - **To provide You with personalized content.** We may store User preferences, such as Your default language, in cookies to personalize the content You see.
  - **To improve Our Services.** We use cookies to measure Your usage of the Site and track referral data, as well as to occasionally display different versions of content to You. This information helps Us to develop and improve Our Services and optimize the content We display to Users.

We don't believe cookies are sinister, but You can still choose to remove or disable cookies via Your browser. Refer to Your [web browser's configuration documentation](#) to learn how to do this. Please note that doing this may adversely impact Your ability to use Our Services. Enabling cookies ensures a smoother experience when using the Site. By using the Site and agreeing to the Privacy Policy, You expressly consent to the use of cookies as described in this Privacy Policy.

## 12.2 What are Your rights to Your information?

**Update Your account details.** You can update Your registration and other account information on Your Dashboard (account page). Information is updated immediately.

**Accessing and rectifying Your personal data.** You have the right to access and rectify the personal information that Toadsquare holds about You. This right may be exercised through by visiting Your Dashboard (Global Settings page) as well as your work profile or by emailing [info@toadsquare.com](mailto:info@toadsquare.com) (using or referring to the email address that was provided at the time of registration).

**Opposing the processing of Your personal data.** You have a right to oppose the processing of Your personal data by simply deleting your account through the appropriate function directly on the Site or by contacting [info@toadsquare.com](mailto:info@toadsquare.com) to have your account deleted (using or referring to the email address that was provided at the time of registration). If You wish to exercise this right We will not be in a position to provide Services to You anymore.

**Your responsibilities.** By using Our Services, You agree to comply with applicable data protection requirements when collecting and using Your or others personal data, such as requirements concerning unsolicited communications as well as requirements to inform respondents about the specific uses and disclosures of their data.

**For how long do we retain your data?** We generally retain Your data for as long as You have an account with Us and certain period afterwards necessary to comply with Our legal obligations, resolve disputes, or enforce Our agreements.

### 12.3 Security, cookies and other important information

**Changes to this Privacy Policy.** We may modify this Privacy Policy at any time, but if We do so, We will notify You by publishing the changes on this Site. If We determine the changes are material, We will provide You with additional, prominent notice as is appropriate under the circumstances, such as via Tmail or email.

Any changes to this Privacy Policy will be notified to the User by publishing a notification on the Site and/or by making a notification by Tmail or as the case may be email. If You continue using the Site following Toadsquare's notification about the changes, this will constitute Your acceptance of such changes. If You do not agree to any changes to these Privacy Policy, then You must cease using the Site and the Services and You may close Your account at any time.

**Security.** We are committed to handling Your personal information and data with integrity and care. However, regardless of the security protections and precautions We undertake, there is always a risk that Your personal data may be viewed and used by unauthorized third parties as a result of collecting and transmitting Your data through the internet.

**Blogs and Forums.** Our Site offers publicly accessible blogs and community forums. You should be aware that any information You provide in these areas may be read, collected, and used by others who access them. We are not responsible for any personal information You choose to submit in these areas of the Site.

**Children.** Our Services are not intended for and may not be used by Users who do not have the legal capacity for entering in such contractual relations. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce Our Privacy Policy by instructing their children never to provide personal data through the Site without their permission.

### 12.4 Consents

By clicking on the "*I acknowledge to have read, understood, and agreed the Terms & Conditions*" button, You represent that You have read, understood and accepted these Terms & Conditions which contains the Privacy Policy, You expressly consent to the following:

- You consent to the collection, use, disclosure and processing of Your personal data in the manner described in this Privacy Policy, including our procedures relating to cookies, IP addresses and log files.
- You consent and agree that We may transfer Your data to Toadsquare contractors including the ones, located outside the European Union and which do not ensure the same level of data protection that exists in countries in the European Economic Area. Your consent is voluntary, and You may revoke Your consent by opting out at any time. Please note that if You opt-out, We may no longer be able to provide You Our Services.
- You consent to Us sharing Your personal data with relevant persons working for service providers who assist Us to provide Our Services.
- If You have enabled cookies on Your web browser, You consent to Our use of cookies as described in this Privacy Policy.

### **13. Report abuse system**

**13.1** As stated in Section 2.2, Toadsquare only has a technical role regarding its Site and therefore, only acts as a host service provider.

**13.2** Under Luxembourg law, a hosting services provider is a technical intermediary which has no control over the content of its website, posted by Users. Therefore, Toadsquare has no obligation and will not to perform a general control regarding the transmitted or stored information or to search for facts or circumstances indicating illegal activities.

**13.3** In case You, another member or any third party inform Us that any User Content is illegal through the *ad hoc* tool provided on the Site, We reserve the right to takedown the content and close the User's account used to upload such infringing content/material even though no court order compelling Us to do so has been issued.

**13.4** The following abuse reporting procedure is available to You in order to report to Toadsquare any abuse You have noticed on the Site. By clicking on the "Report a problem" button available in the footer of each media page, a Pop-up window entitled *"Please tell us why the media is Abusive or Inappropriate"* will appear on the screen.

The User is then offered the two following choices to report the abuse:

- "1. In my opinion some of the materials/content published on the website seem to be unacceptable based on my own personal opinion.
2. In my opinion some of the material/content published on the Site are illegal/inappropriate according to law."

By choosing the first reporting option You will be required to complete a report procedure in order to describe the material and explain why it should be removed from the Site.

Please note that Toadsquare reserves the right not to remove the notified material/content if it considered that the abuse report is not sufficiently grounded. If the material/content is found to be abusive or illegal, Toadsquare will takedown this material/content on short notice, even though such material may have been purchased by another User. In such case, Toadsquare only exercises its obligation under the law and no legal action shall be brought against Toadsquare. Any claim or request for refund of the price paid for the removed material/content shall be brought against the seller or, if no sale is concerned, to the User who have posted the content on the Site.

By choosing the second reporting option, a Pop-up window will open with the following inscription: *"Toadsquare is sorry you find material / content published on the website to be unacceptable based on your own personal opinion, however we will not take down such content / material for reasons of personal taste."*

We will then provide You with a box to write a message explaining why You are offended and we will send it to the User who uploaded the reported User Content. Such User might consider Your complaint and remove the such User Content itself. Please note that contact details You provided to Toadsquare during Your registration may be communicated to such User for the purpose of getting the issue solved between the said User and You.

**13.5** Toadsquare reserves the right to terminate Your account in case You abuse the "report a problem" tool, for example by reporting an unreasonable number of problems, or by knowingly reporting content that is neither illegal nor harmful.

## **14. Miscellaneous**

### **14.1 Entire Agreement**

These Terms & Conditions comprises the entire agreement between Toadsquare and the User relating to the Site and the Services. Both User and Toadsquare confirm that they have not relied upon, and shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to these Terms & Conditions) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in the Terms & Conditions.

### **14.2. Severability**

If any provision of these Terms & Conditions shall be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remaining parts of these Terms & Conditions and the remainder of the affected provision shall be unaffected.

### **14.3 Disclaimer of warranties**

The Site and its content are provided "as is" without warranties of any kind, express or implied. Use of the Services is at Your own responsibility. We make warranties, express or implied, including, but not limited to: (i) any implied warranties of merchantability or fitness for a particular purpose; (ii) that the Site, or the Services provided by Toadsquare, will meet Your requirements; (iii) that the Site will be secure, uninterrupted, accessible, or error-free; and/or (iv) that any information or material obtained from the Site will be accurate, reliable, complete, or free from viruses or other forms of malicious or destructive code.

Toadsquare is not responsible for the products, services, actions or failure to act of any event, venue, promoter or other third party upload on the Site.

### **14.4 Force Majeure**

Toadsquare or Users shall not be liable for failing to perform their obligations under these Terms & Conditions, if such non-performance is attributable to strikes, revolt, Acts of God, act of terrorism, wars, disasters, legal regulation, interruption of the telecommunications network or the electricity network or other circumstances beyond the control of, or otherwise unforeseeable by, the defaulting party (hereinafter referred to as "Force Majeure"). The obligations of such party shall be suspended for the duration of such event of Force Majeure.

However, the party affected by Force Majeure shall without delay inform the other party about the estimated duration of the event of Force Majeure; moreover the party affected shall use its best efforts to remedy the effects of such Force Majeure without undue delay. If a case of Force Majeure is expected to last for more than two months, the Party not affected by Force Majeure may terminate these Terms & Conditions with immediate effect in writing, and the affected party shall not be entitled to any compensation for loss or damage, which it may incur as a result of such termination.

### **14.5 Language**

These Terms & Conditions are originally drafted in English and may be translated in other languages for information purposes. In the event of any discrepancies between the English and the translated versions the English version shall prevail.

#### **14.6 Applicable law**

The relationship between Toadsquare and Users shall be governed by Luxembourg law.

#### **14.7 Dispute resolution**

All disputes arising out of or in connection with the Terms & Conditions including any question regarding their existence, validity or termination, shall be settled before the courts of the City of Luxembourg.

#### **Contact Toadsquare about these Terms & Conditions**

Toadsquare S.à r.l.  
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Grand Duchy of Luxembourg  
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