

# AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Marc de Jong and contributors (“we,” “us” or “our”), concerning your access to and use of the website as well as any other media form, media channel, mobile website or application related, linked, or otherwise connected thereto (collectively, the “Site and components”).

You agree that by accessing the Site and components, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and components and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site and components from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site and components after the date such revised Terms and Conditions are posted.

The information provided on the Site and components is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site and components from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site and components. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site and components.

# INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and components is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site and components (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other

intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site and components, you are granted a limited license to access and use the Site and components and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site and components, the Content and the Marks.

## **USER REPRESENTATIONS**

By using the Site and components, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms and Conditions;
- (2) you are not under the age of 13;
- (3) not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site and components;
- (4) you will not access the Site and components through automated or non-human means, whether through a bot, script, or otherwise;
- (5) you will not use the Site and components for any illegal or unauthorized purpose;
- (6) your use of the Site and components will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site and components (or any portion thereof).

## **PROHIBITED ACTIVITIES**

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As a user of the Site and components, you agree not to:

1. systematically retrieve data or other content from the Site and components to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site and components, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site and components.
4. use the Site and components to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site and components, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and components and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site and components.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site and components or the networks or services connected to the Site and components.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site and components in order to harass, abuse, or harm another person.
14. use the Site and components as part of any effort to compete with us or otherwise use the Site and components and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site and components.
16. attempt to bypass any measures of the Site and components designed to prevent or restrict access to the Site, or any portion of the Site and components.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site and components to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site and components, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site and components or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site and components.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies,

or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site and components, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site and components.
24. use the Site and components in a manner inconsistent with any applicable laws or regulations.

## **MOBILE APPLICATION LICENSE**

### **Use License**

If you access the Site and components via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

## **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site and components:

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

(6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

(1) monitor the Site and components for violations of these Terms and Conditions;

(2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;

(3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;

(4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

(5) otherwise manage the Site and components in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site and components infringes your copyright, you should consider first contacting an attorney.

## **TERM AND TERMINATION**

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site and components at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site and components. We also reserve the right to modify or discontinue all or part of the Site and components without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site and components.

We cannot guarantee the Site and components will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **DISPUTE RESOLUTION**

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the Netherlands, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such courts.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **30** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

## **CORRECTIONS**

There may be information on the Site and components that contains typographical errors, inaccuracies, or omissions that may relate to the Site and components, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors,

inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE AND COMPONENTS IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND COMPONENTS AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND COMPONENTS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE AND COMPONENTS'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND COMPONENTS AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE AND COMPONENTS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE AND COMPONENTS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE AND COMPONENTS BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE AND COMPONENTS. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE AND COMPONENTS, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties



set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site and components with whom you connected via the Site and components.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

# CONTACT US

## WEBSITE TERMS AND CONDITIONS TEMPLATE

Last updated: January 20, 2021

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3. use a buying agent or purchasing agent to make purchases on the Site and components.
4. use the Site and components to advertise or offer to sell goods and services.
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8. make improper use of our support services or submit false reports of abuse or misconduct.
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15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site and components.
16. attempt to bypass any measures of the Site and components designed to prevent or restrict access to the Site, or any portion of the Site and components.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site and components to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site and components, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and

enjoyment of the Site and components or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site and components.

21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site and components, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site and components.
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- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;

(7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;

(8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

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(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

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- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Site and components in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

# COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site and components infringes your copyright, you should consider first contacting an attorney.

# TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site and components at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site and components. We also reserve the right to modify or discontinue all or part of the Site and components without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site and components.

We cannot guarantee the Site and components will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **DISPUTE RESOLUTION**

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the Netherlands, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such courts.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **30** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

## **CORRECTIONS**



There may be information on the Site and components that contains typographical errors, inaccuracies, or omissions that may relate to the Site and components, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

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THE SITE AND COMPONENTS IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND COMPONENTS AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND COMPONENTS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE AND COMPONENTS'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND COMPONENTS AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE AND COMPONENTS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE AND COMPONENTS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE AND COMPONENTS BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE AND COMPONENTS. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE AND COMPONENTS, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

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## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss,

damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) [your Contributions]; (2) use of the Site; (3) breach of these Terms and Conditions; (4) any breach of your representations and warranties set forth in these Terms and Conditions; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site and components with whom you connected via the Site and components.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

# CONTACT US

## WEBSITE TERMS AND CONDITIONS TEMPLATE

Last updated: January 20, 2021

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### AGREEMENT TO TERMS

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Marc de Jong and contributors (“we,” “us” or “our”), concerning your access to and use of the marcdejong.online website as well as any other media form, media channel, mobile website or application related, linked, or otherwise connected thereto (collectively, the “Site and components”).

You agree that by accessing the Site and components, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and components and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site and components from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site and components after the date such revised Terms and Conditions are posted.

The information provided on the Site and components is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site and components from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site and components. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site and components.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and components is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site and components (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site and components, you are granted a limited license to access and use the Site and components and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site and components, the Content and the Marks.

## USER REPRESENTATIONS

By using the Site and components, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms and Conditions;
- (2) you are not under the age of 13;
- (3) not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site and components;
- (4) you will not access the Site and components through automated or non-human means, whether through a bot, script, or otherwise;
- (5) you will not use the Site and components for any illegal or unauthorized purpose;
- (6) your use of the Site and components will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site and components (or any portion thereof).

## PROHIBITED ACTIVITIES

You may not access or use the Site and components for any purpose other than that for which we make the Site and components available. The Site and components may not be used in

connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site and components, you agree not to:

1. systematically retrieve data or other content from the Site and components to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site and components, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. use a buying agent or purchasing agent to make purchases on the Site and components.
4. use the Site and components to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site and components, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and components and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site and components.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site and components or the networks or services connected to the Site and components.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site and components in order to harass, abuse, or harm another person.
14. use the Site and components as part of any effort to compete with us or otherwise use the Site and components and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site and components.
16. attempt to bypass any measures of the Site and components designed to prevent or restrict access to the Site, or any portion of the Site and components.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site and components to you.
18. delete the copyright or other proprietary rights notice from any Content.
19. copy or adapt the Site and components, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site and components or modifies, impairs, disrupts, alters, or

interferes with the use, features, functions, operation, or maintenance of the Site and components.

21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site and components, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site and components.
24. use the Site and components in a manner inconsistent with any applicable laws or regulations.

## MOBILE APPLICATION LICENSE

### Use License

If you access the Site and components via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions.

You shall not:

- (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time;
- (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;

(9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

#### Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site and components:

(1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;

(2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;

(3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;

(4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties;

(5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;

6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

#### SITE MANAGEMENT

We reserve the right, but not the obligation, to:

(1) monitor the Site and components for violations of these Terms and Conditions;

(2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;

(3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;

(4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

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## CONTACT US

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