

## **1. Welcome to the General Terms of Use of 4 People Communications.**

4 People Communications is the rightful owner of the Website & Mobile Application [www.Good-Lookz.com](http://www.Good-Lookz.com) & Good Lookz

These conditions of use apply from 1 Juli 2018 to all use of the Website & Mobile Applications of 4 People Communications as [www.Good-Lookz.com](http://www.Good-Lookz.com) & Good Lookz (The Website & Mobile Application both via your computer and via mobile devices or any other software application), the Website & Mobile Applications and all the services offered by 4 People Communications and all agreements that 4 People Communications makes for the use of the Website & Mobile Applications and the services.

## **2. Agree to User Terms**

By visiting our Website & Mobile Application you agree to these Terms of Use. 4 People Communications recommends that anyone using the Website & Mobile Application or one of these services (a "User") read these Terms of Use in advance. 4 People Communications may change these Terms of Use from time to time. We therefore advise you to read them regularly.

## **3. Protection of your privacy**

Our Privacy Policy explains how we treat your personal information and how we protect your privacy when you use our Website & Mobile Application.

## **4. Minors**

The services of 4 People Communications are only accessible to underage Users if they have received permission from their legal representative or it is customary in society that a certain minor of this age carries out the relevant activity independently.

## **5. Unauthorized use of the Website & Mobile Application**

The content of the Website & Mobile Application may not be copied, reproduced and / or made public by the User except for RSS feeds for personal use and / or news items. This means, for example, use in personal web blogs or other personal Website & Mobile Applications. The User is not permitted to change the content of the Website & Mobile Application, other than as described in these Terms of Use.

The User is not permitted to collect personal data from Users who place an account and Item on the Website & Mobile Application ("Item Initiator") (including e-mail addresses and telephone numbers) and / or contact Item initiator for offering their own products and / or services.

The Database right of 4 People Communications rests on the Database with Item s. This means, among other things, that the User is not permitted to request and reuse a substantial part of the contents of the database with Item s and / or non-substantial parts of the content of the database with Item s repeated and systematically to request and re-use within the meaning of the Databankenwet, unless the aforementioned exception for personal use and / or news items is met. The User is also not permitted to display hyperlinks to Item s on another Website & Mobile Application, unless prior written permission from 4 People Communications has been obtained, or unless the aforementioned exception for personal use and / or news items is met .

Unless 4 People Communications has given permission (eg in the case of API partners), it is not permitted to place Items on the Website & Mobile Application via an automated system, or in any other way than via the 'Place Item' button.

It is not permitted to place Items on behalf of or on behalf of third parties, unless 4 People Communications has given permission for this (for example in the case of API partners).

## **6. Abuse of the Website & Mobile Application and the consequences thereof**

For your safety and to prevent abuse, e-mail addresses are protected by 4 People Communications. Your response to an Item and any follow-up messages between interested and item initiator will be sent via the 4 People Communications servers.

For reporting illegal and intrusive Items, abusive content and other problems, we request you to use the Report to 4 People Communications, so together we can ensure that the site remains as clean and safe as possible. Complaints about fraud can be reported via our Contact Form.

If we receive directions and / or complaints from other users or for other reasons that a certain User does not act in accordance with the law and / or the Terms of Use and / or the Privacy Policy, then we can - if we see fit to do so. - for safety reasons and to protect our users include the following measures. 4 People Communications can also take these measures if you use the Website & Mobile Application unreasonably, for example if your use interferes with other users or disrupts the proper functioning of the Website & Mobile Application:

- a. 4 People Communications can exclude the relevant User from the services of 4 People Communications or limit certain functionalities for this User. You can think of, for example, suspending the account of the relevant User, deleting assessments, limiting the placing of Items or comments; and / or
- b. 4 People Communications can remove one or more Items from the User without refund of the amount paid by the User.

4 People Communications can process the personal data of the data subjects in the context of the aforementioned measures. If there is reason to do so, 4 People Communications can, within the boundaries of the law, pass on the personal data of the data subjects, for example to the police. How this works is further described in our Privacy Policy.

## **7. We give no guarantees**

We can not guarantee that our services will always meet your expectations. We can also not guarantee that the Website & Mobile Application functions without error and / or that continuous and / or secure access to the Website & Mobile Application or parts thereof can be obtained. All information and numbers on the Website & Mobile Application are subject to play or typing errors.

## **8. Limitation of liability 4 People Communications**

We exclude, to the extent permitted by law, liability for all damage that a User suffers

- (i) use of the services of 4 People Communications;
- (ii) the non-availability or unsafe availability of the Website & Mobile Application or parts thereof;
- (iii) incorrect information on the Website & Mobile Application;
- (iv) purchase of third-party services or use of purchased products via the Website & Mobile Application; or
- (v) changes to the services of 4 People Communications or changes to or on the Website & Mobile Application.

If for any reason we are still liable, then our liability is limited to a) the total compensation that the User has paid to 4 People Communications during the 6 months prior to the act as a result of which the liability arose, or ) € 150, whichever is higher.

## **9. Changes to the services and the Website & Mobile Application**

4 People Communications can change the Website & Mobile Application or parts thereof at any time. We can also change or terminate our services at any time. We will endeavor to announce such a change or termination within a reasonable period of time before it is implemented.

## **10. Website & Mobile Applications and services of third parties**

The Website & Mobile Application contains references to the Website & Mobile Applications of third parties (for example by means of a hyperlink or banner). 4 People Communications has no control or influence on the content of these Website & Mobile Applications. The (privacy) rules of the relevant Website & Mobile Application apply to these Website & Mobile Applications. If you have questions about these rules of third party Website & Mobile Applications, please refer to their relevant Website & Mobile Applications. This also applies to the use of the services of external service providers, such as third-party payment services. The use of these services will then fall under the (privacy) rules of the relevant service provider.

## **11. Complaints procedure**

Complaints about the services of 4 People Communications can be submitted using the contact form. Complaints must be submitted within a reasonable time after you have discovered a defect in the service, with a period of 2 months in any case timely. Complaints must be fully and clearly described. We will endeavor to respond within 14 days of filing the complaint. In case this is not possible, we will give you an indication of the deadline for answering within 14 days after submitting the complaint

## **12. Other provisions**

4People Communications is based in Nuenen in the Netherlands. 4People Communications has telephone number +31 (0) 40-2847107, VAT number NL.1423.61.367.B.011 and is registered at the Chamber of Commerce Eindhoven under number 17075848.

4People Communications may change the Terms of Use or parts thereof at any time. 4People Communications will endeavor to announce such a change within a reasonable term for entry into force. The changes will take effect within a reasonable period after they have been announced, or after you have made use of the Website & Mobile Application and / or the services of 4People Communications again after the change, whichever occurs earlier.

If we do not enforce a provision in the Terms of Use, this does not mean that we waive the right to enforce this at a later time or against another User. Agreements that deviate from what is stipulated in the Terms of Use are only valid if confirmed in writing by 4 People Communications. If one or more provisions of the Terms of Use are declared invalid by a competent court, this will not affect the other provisions of the Terms of Use.

Notifications to 4 People Communications (other than infringing or otherwise unlawful Items) can be addressed to 4 People Communications in Nuenen in the Netherlands. Notices to Users will be sent to the specified e-mail address, or by registered mail in case this is warranted and an address is available. Notifications done by registered mail will be deemed to have been received 5 (five) working days after the date of dispatch.

4 People Communications is at all times entitled to transfer its rights and obligations under the agreements relating to the services of 4 People Communications to one of its group companies. Users will be informed about this.

These Terms of Use constitute the entire agreement between 4 People Communications and you and replace all previous agreements. The agreements that follow from all services of 4 People Communications and the Terms of Use are governed by Dutch law. In the event of a dispute arising from these agreements or from the Terms of Use, only the court in 's-Hertogenbosch will be competent, unless the dispute has been submitted to the Stichting Geschillencommissies Consumentenzaken. If the User acts as a consumer (a natural person who does not act in the exercise of profession or business), then this User has the option, within a month after 4 People Communications relies on the jurisdiction of the court of 's-Hertogenbosch, to settle the dispute by choosing the competent court according to the law.

## **II Rules for placing Items**

### **1. 4 People Communications Item platform**

4 People Communications them its platform where an initiator can place Items and a User can view these Items and can not immediately respond visibly via internal mail system to item initiator.

4 People Communications is not a party to the agreement and the substantive communication between an item initiator and a User. Item initiators and Users must resolve disputes themselves.

### **2. General rules for placing an Item on the Website & Mobile Application**

2.1 Items placed on the Website & Mobile Application by an Item initiator must comply with the following general rules.

## 2.2 Creating an Item:

- a. Only one concrete item subject may be offered or searched in each Item for products.
- b. Each title and each text of an Item must contain a description of the offered or wanted product or the offered or requested service.
- c. Titles and texts of Items may only be written in Dutch or in English.
- d. It is not allowed to place free Items on the Website & Mobile Application more than once. It is not allowed to have multiple identical Items on the Website & Mobile Application online / placed simultaneously. It is not permitted to offer the same object or service in more than one Item at the same time on the Website & Mobile Application. It is not allowed to place multiple identical Items or multiple Items for the same object or service using more than one account.
- e. If an Item is removed from the Website & Mobile Application before the end of the initial Item period (or an extension of the Item period), it is not permitted to issue an identical Item or Item within the remaining term of the original Item period, to place the same object or service unless there is a legitimate reason (for example, accidental deletion of the Item or when the collaboration has unexpectedly not continued).
- f. Each Item must be placed in the best matching category.

## 2.3 Item content that is not allowed:

- a. The title and the text of the Item must not be misleading, inaccurate or incorrect. The title and the text must correctly and clearly describe the product offered for sale or the service that is offered.
- b. In any case, an Item may not contain any discriminating, pornographic, abusive or threatening or inflammatory content. The content may also contain no political messages and personal data of third parties or be in conflict with public order or good morals.
- c. It is not permitted to place an Item for the sole purpose of directly or indirectly promoting a company or for commercial purposes such as the sale of products or services, except selected and placed partners by 4 People Communications.
- d. It is not allowed to place photos with an Item that do not relate to the offered product or the offered service.
- e. Items may not be listed or links to the website may be included. It is not permitted to mention websites or to include links to the website that are filled in whole or in part with links to Item website to Items that are specifically aimed at processing Item revenue by generating clicks.
- f. It is not allowed to place Items that are only placed to generate clicks on a certain website.

## 2.4 Illegal or unlawful Items, products or services

It is not permitted to offer products that are illegal, unlawful or whose trade is prohibited. It is also not permitted to offer services of which the execution is illegal or unlawful or without a license under European law.

Both Item initiator and User must always pay attention when offering and responding to products and services. Item initiators and Users are expected to know the laws and regulations in the area of the product or service and communications concerned. We advise you to request further information or advice in case of doubt, for example on the Website & Mobile Application of the relevant supervisor. The list of suspicious or prohibited products or services also contains suggestions on this subject.

## 2.5 No infringement of intellectual property rights of third parties

a. It is not permitted to include a product in an Item that infringes intellectual property rights of third parties. This means, among other things, that it is not permitted to offer a product

(i) infringes the copyright of another party, such as copyright on software or music, or a film, or on a painting or photograph taken by another party without the consent of that other party;

(ii) infringes the trademark rights of another party, such as an article with a logo of that other party that has been placed without permission; or

(iii) infringes the design right of another party, such as a bag that has been reproduced without the consent of that other party.

b. Only the brand name of the product that is offered or requested in the Item may be used in the title and text of the Item.

c. Only the trade name of the company from which the product or service concerned originates may be used in the title or the text of the Item. The mention of trade names associated with products or services that are not offered in the Item is not permitted.

d. The product may only be compared with other products in the text of the Item and not in the title. The comparison must not in any way create confusion about the original origin of the product. No brand name belonging to the other comparable product may be mentioned in the comparison.

e. It is not permitted to include a disclaimer in the Item with regard to the authenticity of the product offered in the Item. Item initiators have to make sure that their products are genuine and can be traded before they are offered on the sites of 4People Communications.

### **3. Placing an Item**

#### **3.1. Place item**

An Item initiator places his Item via the 'Place Item' button on the Website & Mobile Application.

Before an Item initiator can place an Item, it must first log in.

When creating a user account, it is not allowed to choose an advertiser name that contains a [url] or a part of a [url].

It is not allowed to provide your login details to third parties. It is not allowed to use third-party log-in data for placing Items.

#### **3.2. Establishment Item agreement between 4 People Communications and Item initiator.**

a. After the Item initiator has logged in, he can create an Item via the 'Place Item' button. During the creation of the Item the Item is visible for the item initiator only until one. The Item initiator can change the Item in response to this example. After seeing the example, you can click on the 'send' button. This creates the Item Agreement (the "Item Agreement") between 4 People Communications and the Item initiator at free Items. In the case of paid Items, the Item agreement is concluded when the payment procedure has been completed on the Website & Mobile Application.

b. 4 People Communications does not store data and photos of each Item after removal of the Item(s) or account.

#### **3.3. Period that an Item remains on the Website & Mobile Application**

Items for which no special rules apply will remain on the Website & Mobile Application for at least 28 days, provided that the applicable (payment) conditions are met and the Item initiator does not remove the Item itself. For Items subject to special rules, you will be presented with the conditions on our Website & Mobile Application for the placement of your Item.

If the product or service offered in the Item is executed or sold, the Item must be removed. Upon execution or sale of the service or product offered in the Item, the Item Agreement between you and 4 People Communications ends, and 4 People Communications fully complies with its obligations under the Item agreement.

### 3.4. Stand out

When creating the Item, the Item initiator has the option to 'stand out', 'place up', etc., and so on. The rules for this are described on the corresponding web pages.

### 3.5 Payment through a continuous SEPA authorization.

If you have provided 4 People Communications with a continuous (SEPA) authorization for the collection of amounts owed by you to 4 People Communications, we will provide you with a maximum of one day in advance before we pay an amount of the specified bank account. -mail to notify.

## 4. Dissolution right

4.1 In the event of the placing of an Item, in certain cases the right of cancellation as referred to in Section 6: 230o Dutch Civil Code may apply.

4.2 The right of cancellation does not in any case apply to Items that have been removed from the Website & Mobile Application pursuant to the provisions in the Terms of Use (under Section I, Article 6) (i) or (ii) by Users who are excluded from the services of 4 People Communications or for which certain restrictions apply.

4.3 Unless agreed otherwise, you agree that an Item will be placed immediately, during the legal term of dissolution. This has consequences for a possibly applicable right of cancellation. You also declare that you waive any applicable right of withdrawal, as soon as 4 People Communications has fulfilled the Item agreement.

4.4 If the right of cancellation referred to in Article 4.1 applies to the Item you have placed, you agree that if you make use of your right of cancellation, you owe 4 People Communications a proportional fee for the services provided by 4 People Communications. In certain cases this proportional compensation will be calculated on the basis of the number of days that remain with your use of your right of withdrawal from the agreed Item period and / or the average number of bids on products or services for Item s in the same category, such as by 4 People. Communications from time to time is determined.

4.5 If you make use of the right of dissolution, 4 People Communications will refund the price of the service, reduced by a proportional fee, within 14 days of your cancellation request. Here more information about the exercise of the right of cancellation for distance contract /

If you are a consumer, under certain circumstances you have the right to terminate the agreement between you and Marktplaats. Below you will find more information about the right of withdrawal and how you can exercise this right.

### **When am I entitled to terminate, and within what period must I terminate?**

The right of cancellation applies to certain service agreements (such as the automatic renewal of advertisements) when the service has not yet been fully executed by 4 People Communications.

The termination period expires 14 days after the day on which your agreement with 4 People Communications has been concluded.

The right of cancellation does not apply in the following situations:

- The service is, by its very nature, completely executed by 4 People Communications (for example: moving up an Item or in case you have sold the product you have advertised), if the execution of the agreement has begun with your consent;
- Delivery of digital content that is not delivered on a tangible medium, if execution has started with your explicit prior consent.

### **How do I exercise my right to dissolve?**

You can exercise the right of cancellation by sending us a signed request by e-mail to 4 People Communications. We must receive your unambiguous statement to exercise your right to cancel before the termination period of 14 days has elapsed.



### **What happens if I exercise my right of cancellation?**

If you choose to exercise your right of cancellation, you must stop the agreed services and make this known via the form above. You are entitled to a proportional reimbursement of the amount that we have already received from you based on a combination of the remaining number of days of the advertisement and the average number of leads for comparable 4 People Communications services (as determined from time to time by 4 People Communications). We will pay you this amount no later than 14 days after the day on which we received your decision to terminate the agreement.

We will pay you back with the same payment method with which you made the original transaction, unless you expressly agree otherwise. No fees will be charged for this refund.

### **5. Bids and mutual agreements are not binding**

5.1. Unless otherwise provided in these Terms of Use, an offer for a product or service in an Item is not binding. An Item initiator is not obliged to accept such a (reasonable) offer. If such a bid is accepted by an Item initiator, this does not oblige the bidder to purchase.

5.2. If the Item is deleted due to the expiry of the placement term or for any other reason, the corresponding contacts will also be deleted.

5.3. It is not allowed to place bids at Items.

### **6. Rules for offering the price / payment methods in an Item**

6.1. An Item initiator may not require a User in an Item to use certain payment methods.

6.2. An Item initiator is not allowed to mention only part of the price in the price field of the Item.

6.3. Item initiators who as an entrepreneur offer their goods and services to private individuals are obliged to indicate prices including VAT in an Item, based on article 38 of the Turnover Tax Act.

### **7. Reporting illegal or infringing Items to 4 People Communications**

#### **7.1. Notifications of Item s in violation of the Terms of Use**

a. A notice of Infringement can only be used by holders of intellectual property rights or their authorized representatives and legal authorities (see more under 6.2). Items that contravene the Terms of Use in any other way, such as Items where illegal products are offered or that have deplorable content, can be notified by e-mail to 4 People Communications.

b. Misuse of the Report to 4 People Communications is considered to be an act in violation of the Terms of Use and may result in us taking the measures described in chapter I, article 6 against the concerned reporter.

#### **7 .2. Notifications in case of infringement of intellectual property rights**

a. The reporting of infringement is intended to ensure that products offered in Items do not infringe the copyright, trademark or other intellectual property rights of third parties.

b. Rightsholders can report an Item that infringes their rights, and submit a request for the removal of this Item by sending a substantiated email to 4 People Communications according to the instructions. If this has been received and verified, 4 People Communications will remove the relevant Item.

c. The purpose of verification and demand for supporting documents is to ensure that the party reporting the Item is the rightful owner or officially authorized by the person entitled. This information must also enable us to identify the Item to be removed.

### **8. We give no guarantees**

8.1. Item initiators and Users must conduct sufficient research themselves and have sufficient information before placing an Item on the Website & Mobile Application. We do not control the quality of the content of the Item, the security or legality of the advertised products or services, the accuracy of the offers, the competence of Item initiators to sell products or offer services and / or the authority of Users to purchase products or to purchase the services. 4 People Communications gives no guarantee about this.

8.2. 4 People Communications can not guarantee that the products or services offered by Advertisers on the Website & Mobile Application meet your expectations.

## **9. Indemnity service Items and limitation liability 4 People Communications**

9.1. Each User indemnifies 4 People Communications against claims from third parties with regard to damage suffered by;

- (i) entering into an agreement based on an Item,
- (ii) the use of products purchased via the Website & Mobile Application; and
- (iii) the use of services offered through the Website & Mobile Application; and
- (iv) the (allegedly) infringing and / or otherwise unlawful nature of the (content of the) Item and / or the delivered product.

9.2. The conditions for limiting the liability of 4 People Communications are included in Chapter I, Article 8.

## **10. Changes**

10.1. 4 People Communications may change the Website & Mobile Application or parts thereof, including the Item duration, renewal options, the classification of the groups and sections, the layout of the Website & Mobile Application and search options, at any time and at its own discretion. We will endeavor to announce such a change within a reasonable period of time before it is implemented.

10.2. 4 People Communications can change the prices of the paid Item s at any time. If during the term of an Item agreement a price increase takes place that exceeds the CBS consumer price index figure, then the Item initiator has the right to terminate this Item agreement.

## **11. The Item can also be published elsewhere**

11.1. 4 People Communications can use the Item and its content for its own publicity purposes. This means, among other things, that an Item or part thereof can be shown by us through other distribution channels, such as on Website & Mobile Applications that are part of Website & Mobile Applications of third parties, in print media or on television.

11.2. By placing an Item you 4 People Communications automatically provide a free, worldwide, irrevocable, sub-licensable and transferable license to use, reproduce, distribute and make public the Item and / or (parts of) its contents (and to allow third parties to use and reproduce) for marketing, promotional and / or Item purposes. You guarantee that you are authorized to provide this license.

11.3. For publicity purposes, we may provide third parties with access to an Item to enable them to promote these and other Items on third-party Website & Mobile Applications, via e-mail and through other channels. These promotions may contain (parts of) the Item.

11.4. The layout of Item s can be modified so that the Item s are accessible from mobile devices or other third-party software applications.

11.5. The Website & Mobile Application contains references (for example by means of a hyperlink or banner) to the Website & Mobile Applications of third parties. These references can also be placed in or next to an Item. 4 People Communications has no control or influence on the content and policy of



these Website & Mobile Applications. The (privacy) rules of the relevant Website & Mobile Application apply to these Website & Mobile Applications.

Applicable according to the filed general condition of 4 People Communications at the Chamber of Commerce in Eindhoven in the Netherlands.

[Click here](#) for the pdf version of the General Terms and Conditions.

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