

Terms and Conditions - Necter

Last updated: 12. October, 2020

Please read these Terms and Conditions ("Terms") carefully before using the "Necter" Application (the "Service") operated by TUNED BKT UG (haftungsbeschränkt) ("us", "we", "our", "TUNED" or "Necter").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Contract and Subscription

- a. The registration and use of the Necter application is only permitted for natural persons of adult age (above 18 years of age).
- b. A contract is formed, upon registration of a user account by the means of free registration on our mobile application.
- c. The user can either register for free by completing the registration form, sign up with their mobile phone number, or sign in with third-party providers (e.g. Facebook). By using third party sign ups, selected data from the respective user profiles are saved in Nectors' database. During registration via these third party providers, the user agrees to the respective terms of the third-party provider and consents to relevant data being saved in Nectors' database.
- d. Necter reserves the right to reject the registration of users on objective grounds. These grounds entail: a breach of these Terms and Conditions, fraud prevention measures, doubts regarding identity, doubts regarding age, suspicion of spam, deception. Necter may make registration subject to further steps, such as an identification process or spam prevention steps.
- e. User accounts are limited to one account per person, therefore, existing user accounts must be deleted before a new user account can be registered. For users blocked by Necter, re-registration is prohibited.

f. The use of the service is barred for sex offenders. This means that if you are registered as a “Sex Offender” in the USA or have been convicted for sexual offenses (Sections 174 to 180 or Section 182 of the German Penal Code (StGB) or Sections 180 a, 181 a, 183 to 184 g of the German Penal Code) or pursuant to relevant offenses (Sections 171, 225, 232 bis 233 a, 234, 235 or 236 of the German Penal Code) or their respective regional equivalents you are not allowed to register on the Necter application.

Premium Features

Users can activate features that enhance the users’ experience and provide them with additional functionality. These can be obtained by either purchasing consumables (single purchase) or signing up for our premium subscription.

Fee Implementations or Changes

TUNED BKT, in its sole discretion and at any time, may implement and/or modify the Subscription fees for the Subscriptions. Any Subscription fee change/implementation will become effective at the end of the then-current billing cycle.

TUNED BKT will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests may be considered by TUNED BKT on a case-by-case basis and granted in sole discretion of TUNED BKT.

User Conduct and granting rights of use

a. Any behavior, user content, or personal messages sent through the Necter application that is **racist, offensive, discriminatory, harassing, defamatory, sexual, pornographic, glorifies violence or is in any other form unlawful is prohibited and will result in immediate**

termination of the user account, without prior warning, and evidence can be transferred to law enforcement. The user is not entitled to any form of reimbursement and the subscription payments are automatically cancelled on the contract expiration date.

b. The user grants Necter free, non-exclusive, transferable, sub-licensable rights, unrestricted in terms of time, space and content, (hereinafter referred to as “Right of Use”) to all content (e.g. images, texts) generated, transmitted, saved or published by him/her on the Necter platform (hereinafter referred to as “User Content”).

c. The right of use includes solely non-commercial forms of use.

d. Necter is not responsible for any content uploaded by the users. Should the user become aware that third-party rights exist (e.g. trademark, copyright, etc.) he/she must notify Necter of this without undue delay and immediately take down any unlicensed content. The user shall hold Necter harmless from any third-party claims in this regard and compensate for the reasonable costs of legal defense.

Accounts and Eligibility

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Furthermore, you agree and warrant that (i) you can form a binding contract with Necter; (ii) you are not a person who is barred from using the Service under the German or any other applicable jurisdiction (iii) you will comply with this agreement and all applicable local, state, national and international laws, rules and regulations; (iv) you have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service, under our sole discretion.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of TUNED BKT and its licensors. The service is protected by copyright, trademark, and

other laws of Germany and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of TUNED BKT.

Links To Other Websites

Our Service may contain links to third party web sites or services that are not owned or controlled by Necter.

TUNED BKT has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/ individuals or their websites.

You acknowledge and agree that TUNED BKT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive the termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Should Necter terminate a user account on the basis of a breach of these terms, the user is not entitled to any reimbursement and the subscription payment is automatically cancelled on the expiration date.

Indemnification

You agree to defend, indemnify and hold harmless TUNED BKT and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall TUNED BKT, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

TUNED BKT, its affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Hamburg, Germany, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us (the user and TUNED) regarding the Service.

Safety

TUNED strives to create a respectful and safe user experience, however, we are not responsible for the conduct of any user on or off of the Service. **You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in person. If you see or experience unpleasant behavior of Necter users, you can report the behavior through the application. If you ever feel unpleasant and personally deem it necessary, do not hesitate to call law enforcement.**

You understand that you are solely responsible for any sorts of interactions with other users. **TUNED does not conduct criminal background checks nor any other inquiries into the background of its users.** We do however reserve the right to do so at any time using the available public records.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.

E-Mail: business@necter.com