

User agreement HB Producties b.v.

Thanks for visiting our website. Access to and usage of this website is submitted to the terms of use stated underneath. This User agreement includes legal information with regard to visiting and using this website, a statement regarding intellectual property right and a reference to the Privacy Statement.

Please read this User agreement carefully before visiting this website or making use of this website in any way.

Each further visit to or use of this website implies full acceptance of these terms of use. If you have any trouble reading these terms, or if you do not agree to the contents thereof, HB Producties b.v. advises you not to view or use this website any further.

1. Legal information regarding HB Producties b.v. .

This website is being put online and hosted under the responsibility of HB Producties b.v. , with the following address and further details:

- Registered office (address): Koos Postema Avenue 2, 1217 ZC, Hilversum, Netherlands
- Mailing address: Postbus 1316, 1200 BH Hilversum, the Netherlands
- General e-mail address: contact(at)hbproducties.nl
- Phone number: +31 88 088 0803
- BTW (VAT): NL008691915B01

2. Scope of this agreement

The objective of HB Producties b.v. is to support the usage and payment of webcam, voice and SMS services (hereafter: the 'Services') offered by means of this website.

Via their technical platform HB Producties b.v. will give you access to the Services and they also enable you to pay for the Services via their technical platform.

The fee you pay bears on the use of the Services. For your convenience HB Producties b.v. can make use of Support services from third parties in the field of payments (like telecom operators, credit card companies or companies handling electronic payments) to carry out the payment transactions.

3. Limitation of liability

HB Producties b.v. will make all reasonable commercial effort to make the Services in a continuous way available and to protect this Website with all reasonable means. HB Producties b.v. will do everything possible to limit the number of problems caused by technical failure.

HB Producties b.v. can however not exclude the possibility that incorrect technical actions or unauthorized violations occur or that a computer virus enters. For this reason HB Producties b.v. cannot guarantee continuous access to the Services or that such problems will not occur in another way.

Therefore HB Producties b.v. cannot be held responsible for such problems, functional disturbances, incidents and problems which may be the result of whichever use of the Services.

You also acknowledge that HB Producties b.v. is authorized, without prior warning, to interrupt access to the Services to track possible cases of misuse or fraud or to solve technical or operational functional problems. Such interruptions are necessary to make changes and improvements to the Services, as well

as to guarantee technical maintenance of the Services on a regular basis. You cannot hold HB Producties b.v. responsible for any loss you suffer because of such interruptions.

No liability for technical damage – HB Producties b.v. cannot be held responsible for any loss or damage you might suffer by using the Services being offered. Also, you acknowledge and agree to downloading information, and in doing so this is on your own responsibility and at your own risk. You are liable for all possible damage to your computer system or loss of data as a result of downloading data.

No liability for hyperlinks on websites of third parties – Websites which are owned, under supervision or charge of third parties, can contain links (hyperlinks) to this website. HB Producties b.v. have not checked the content of these websites and have no influence or input whatsoever regarding the content or other characteristics of these websites.

4. Technical requirements

The use of the Services being rendered can be subject to certain technical requirements. On this website it is indicated in which format the images of the Services are being supplied and what the required video and audio players are, as well as the type of internet connection. In case you do not meet these technical requirements, it may be possible you cannot use the Services. Next to that it may be that you will not be able to use the Services because of technical protection measures applying to your computer.

5. User requirements

You need to be at least 18 years old or – in case the applicable the law requires you to be older to be lawfully permitted to use the Services- at least at the age required by law.

Next to what already has been provided in other applicable terms of use, you commit yourselves as user in particular to:

- A) using this website as a good father of the family, in a way that is reasonable and not going against these terms of use;
- B) not using any means, software or method which will hamper or tries to hamper the proper functioning of this website. Furthermore, you commit yourself not to take any action which will impede the infrastructure of this website unreasonably or disproportionately (which might cause the website to become temporarily or permanently unavailable.) or which might impede the content of this website;
- C) not using this website for unlawful purposes or with intent to damage the reputation of HB Producties b.v. or a third party.
- D) not linking this website to another website without explicit, written and prior consent of HB Producties b.v. .

When HB Producties b.v. establishes or can reasonably suspect that you have been violating one of the provisions A) – D) mentioned above or have not met other requirements resulting from these terms of use, HB Producties b.v. can deny you access to the whole or parts of this website.

6. Intellectual property right

You accept and acknowledge that the content of the website of HB Producties b.v. ., among which, though not limited to, the text, photos, images, written technologies, logos, icons and software, as to all forms, media and technologies are under the protection of intellectual and/or industrial property rights, like copy right, law on trademarks, trade names, domain names, know how, models, drawings and logos. HB Producties b.v. will reserve all rights to these elements.

By using the website you do not obtain any rights in any way to part of the content. You are not authorized to alter, adjust, publish, spread or in any other way use any part of this website, as a whole or parts thereof. You are also not allowed, without written prior consent from HB Producties b.v. ., to take up a link or import it to this website in whichever website you, your employer or other third party, are holder or administrator of.

You will not obtain any right to the content which is being downloaded. It is strictly not permitted to change, adjust, publish or spread without written prior consent from HB Producties b.v. for any purpose other than for your personal, non-commercial use.

7. Privacy, personal details and monitoring usage

HB Producties b.v. will take the utmost care in protecting personal information of users of this website. For extra information we refer to the Privacy Statement on this website.

When you visit this website and/or make use of the Services, the user's information is logged. This information is required for the correct operation of this Website and optimizing/improving this website and/or other services of HB Producties b.v. This information can also be used for tracking errors and/or violations of these terms of use, legal provisions or other reasons HB Producties b.v. deem necessary.

HB Producties b.v. will take the utmost care in protecting this information and will never share this information with third parties.

In case of infringements as to the provisions set out in this User agreement, actions in violation of the law and/or in case of fraud, the account will be locked immediately and without prior warning and membership is terminated at once. The purchased balance will expire immediately and irrevocably. Any cost attended with tracking the misuse or fraud will be recovered from the user. This will not affect the right of HB Producties b.v. to recover all sustained damage and cost incurred, both judicial and non-judicial, from the user.

8. Storing the content of communication

When you choose to use a chat room or other interactive communication facilities, you agree to storage of this information. HB Producties b.v. will, for as far as is necessary and in accordance with the legal restrictions, store this information to solve disputes, offer general support and deal with problems. Similarly for an answer to a motivated request which HB Producties b.v. receives from public authorities or an order from a court or court of justice within the scope of criminal proceedings or alleged illegal activity, HB Producties b.v. will not share this information with any third party.

9. Contact

If you need more information regarding these terms of use, please contact HB Producties b.v. via either:

- Mailing address : Postbus 1316, 1200 BH, Hilversum, the Netherlands
- General e-mail address: contact(at)hbproducties.nl
- Phone number: +31 88 088 0803

HB Producties b.v. will do everything possible, within a reasonable time, to settle all misunderstandings, complaints, technical or operational problems concerning this website or the quality of its content and which HB Producties b.v. has been informed on by you.

10. Legal validity of the terms of use

The invalidity and/or unfeasibility of one or more provisions of these terms of use will not affect the validity and feasibility of the other provisions. In case one or more provisions are deemed or declared wholly or partly invalid and/or unfeasible, these will be substituted by an appropriate valid stipulation, which can effect as much as possible the original objectives of the invalid provision.

11. Changes to the prices and terms of use

HB Producties b.v. are authorized to change at any moment the services and prices published on their website and by that adjust, update or complete the provisions of these User agreement. It is your responsibility to check this User agreement regularly. If you continue to use this website after the commencing date of these changes, you indicate by doing so, that you agree to the changes and accept these.

Next to that HB Producties b.v. rejects each form of liability regarding possible detrimental consequences which may result from the changes made to the content of this website or this User agreement.

12. Applicable law and courts having jurisdiction

Dutch law applies to this User agreement. Each dispute arising from or relating to the use of our website or resulting from accepting, interpreting or observing these Terms of use and/or Privacy Statement will belong to the Amsterdam court which will apply Dutch law, with the exception of the rules of private international law.

13. Refunds and complaints

HB Producties b.v. will autonomously decide whether the purchases of a client can be refunded and this only when specific circumstances justify this (e.g. technical problems). HB Producties b.v. can compensate the client by adding extra credits to the account or by a refund, in case the means of payment allows this. To make a decision regarding a complaint HB Producties b.v. will interpret all other available information and check the necessary system log files. For complaints and refunds you can contact HB Producties b.v. by e-mail and phone as mentioned in article 9.

14. Disputes

1. Disputes between client and trader regarding the realization or implementation of the agreement with relation to services rendered or to be rendered by this trader, can be submitted by both the client and trader to the Geschillencommissie (Disputes Committee) Telecommunicatie, Postbus 90600, 2509 LP, Den Haag, the Netherlands.

2. A) A dispute will only then be considered by the Disputes Committee in case the client firstly submitted the complaint in writing to the trader.

B) The trader will react to this in writing within 30 days after receiving the complaint, unless this in all fairness cannot be done. In such a case the client will, within that term, be notified in writing when he will receive the fundamental reaction.

3. Within 30 days after receiving the fundamental reaction from the trader, or within 30 days after the date passed on which in accordance with the provision in the second section under B) a reaction should have been given, the client can lay the matter before the Disputes Committee Telecommunication.

4. When the client lays the matter before the Disputes Committee, the trader is bound to this decision. If the trader wants to do this, he needs to ask the client in writing to state within 5 (five) weeks whether he agrees to this. The trader needs to announce that he will consider himself free to submit the dispute to a regular judge after earlier the mentioned term has ended.

5. The Dispute Committee will settle the dispute by arbitration with due observance of the provisions of the regulations applying to them. Upon request, the regulations of the Dispute Committee will be forwarded. The decisions of the Dispute Committee will happen by way of binding advice. For the settlement of a dispute, a fee will apply.

Latest change: 9-11-2011