

Terms of service and user agreement Superfoon B.V.

Thank you for visiting our Website. Access to and use of this Website is subject to the terms of use listed below. This user agreement includes the legal information regarding visiting and using this Website, a Declaration on intellectual property rights and a link to the Privacy Statement.

You are kindly requested to carefully read this user agreement before you visit this Website or in any way use.

Each further visit to or use of this Website implies full acceptance of these terms of use. If interference when reading of these conditions, or if you do not agree with its content, advises you to this Website Superfoon B.V. does not go to view or use.

1. legal information about Superfoon B.V.

This Website is brought online and hosted under the responsibility of HB Producties b.v whose address and further data are the following:

- Registered office (address): Koos Postema laan 2, 1217 ZC, Hilversum, Netherlands
- Correspondence Address: p.o. box 1316, 1200 BH, Hilversum, Netherlands General e-mail
- address: contact (at) hbproducties.nl
- Phone number: + 31 88 088 0801
- VAT: NL008691903B01
- KVK 24235165

2. Scope of this agreement

Superfoon B.V. aims to the use and payment of webcam, voice and sms services (hereinafter referred to as the 'services') support provided through this Website.

Through its technical platform gives you access to the services and HB Producties b.v. it states you will also be able to pay for the services through its technical platform.

The fee you pay covers the use of the services. For your convenience Superfoon can use of third-party support services in the field of payments (such as telecom operators, credit card companies or companies that provide electronic payments) to the payment transactions.

3. limitation of liability

Superfoon B.V. does take all reasonable commercial efforts to provide the services on a continuous mode and for this Website with all reasonable means to secure. Superfoon B.V. does everything possible to inconvenience caused by technical errors as much as possible.

Superfoon B.V. can not exclude the possibility, however, that there are technical acts or non-permitted infringements take place or wrong that there are viruses come in. For these reasons, HB Producties you do not guarantee that access to the services is not interrupted or not in a different

way by such problems will experience discomfort. Consequently, you Superfoom B.V. is not liable for such errors, functional disorders, incidents and problems that may result from any use of the services.

In addition, you acknowledge that Superfoom B.V. has the right without prior notice to suspend access to the services possible cases of abuse or fraud to detect or suppress or to technical or operational function disorders. Such interruptions are both necessary to make changes and improvements to any of the Services, if for a regular technical maintenance of the services. You can keep Superfoom B.V. is not responsible for a disadvantage that you suffer by such interruptions.

No liability for technical damage – Superfoom B.V. can not be held liable for any disadvantage or damage you may suffer by using the services provided. In addition, you acknowledge and you agree that the download data which in any way the use of this Website under your own responsibility and at your own risk. You are solely responsible for any potential damage to your computer system or loss of data that results from the download of data.

No liability for hyperlinks to third party websites-Websites that are in the possession, under the control or management of third parties may contain links (hyperlinks) to this Website. Superfoom B.V. has not examined the content of these websites and has no influence or input about the content or other characteristics of these websites.

4. technical requirements the use of the services provided may be based on certain technical requirements. On this Website is referred to in what format the images of the services are provided and what the required video and audio players are as well as the type of internet connection. If you do not meet these technical requirements, it is possible that you can not use the services. In addition, it is also possible that you will not be able to use the Services as a result of technical protection measures that apply to your pc, laptop or tablet or mobile.

5. obligations of the user

You must be at least eighteen years old or – if applicable law requires that you age as may be required to use Legal Services – at least as old as required by that legislation. Outside of what is already in other applicable terms of use is determined, the user connects you in particular to:

- A) this Website as a good family man to use, in a way that is reasonable and in a manner not contrary to these terms of use;
- B)no means, software or method to use that impedes the proper functioning of this Website or trying to obstruct. Further commit to take any action that imposes an unreasonable or disproportionately large burden on the infrastructure of this Website (which the temporary or permanent unavailability of this Website could cause) or that the content of this Website;
- C)not to use this Website for illegal purposes or with the damage to the reputation of Superfoom B.V. or of a third party;
- D)not without the express, written and prior consent of HB Productiesthis Website with another website.

When adopting or can reasonably suspect that you HB Producties b.v. one of the above provisions a) t/m d) have violated or other obligations arising out of these terms of use, then it may have breached HB Producties b.v. you access to all or part of this Website.

6. intellectual property rights.

You accept and acknowledge that the content of Superfoom B.V. 's Website, including, but not limited to, the text, photographs, images, logos, icons and software technologies described, in terms of all forms, media and technologies are protected by intellectual and/or industrial property rights, such as copyright, trademark, database right, trade names, domain names, know-how, models, drawings and logos. Superfoom B.V. retains all rights to these elements.

The use of this Website grants rights to you in any way part of the contents. You no part of this Website, in whole or in part, modify, adapt, distribute, communicate to the public or in any other way exploit. Nor should you without the written and prior consent of HB Productiesrecord or enter a link to this Website in any Web site from which you, your employer or any other third party owner, holder or an administrator.

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7. Privacy, personal data and control of use

Superfoom B.V. takes the greatest care to the protection of personal data of users of this Website. For additional information, please refer to the Privacy Statement on this Website.

While visiting this Website and/or use of the services the user's information is logged. This information is required for the proper operation of this Website and optimize/improve this Website and/or other services by Superfoom B.V. this information can be checked for errors and/or violations of these terms of use, legal provisions or for other things that Superfoom B.V. seems necessary.

Superfoom B.V. takes the greatest care to the protection of this information and will never share this information with third parties.

For infringement of the provisions in this user agreement, acts that are contrary to the law and/or fraud is the account blocked with immediate effect and without prior warning and membership terminated immediately. In addition to the purchased balance directly and irrevocably lapsed. The costs associated with the detection of the abuse or fraud be recovered from the user. This shall not affect the right of HB Producties b.v. to damage suffered and made all judicial and extrajudicial costs shall be without prejudice to user stories.

8. The retention of the content of the communication

When you choose to use the chat room or other interactive communication facilities, you agree that this information is stored. Superfoom B.V. will this information, to the extent necessary and in accordance with the legal restrictions, storage, to resolve disputes, to provide general support and problems to deal with. Except in response to a reasoned request that Superfoom B.V. receives from a public authority or an order of a court or a judicial authority in the framework of a criminal

investigation or alleged illegal activity, it will communicate this information to any third Superfoon B.V..

9. To contact us:

If you want more explanation or any clarification regarding these terms of use, you are kindly requested to contact HB Producties b.v. on one of the following ways:

- Registered office (address): Koos Postema laan 2, 1217 ZC, Hilversum, Netherlands
- Correspondence Address: p.o. box 1316, 1200 BH, Hilversum, Netherlands General e-mail
- address: contact (at) superfoon.nl
- Phone number: + 31 88 088 0801

Superfoon B.V. makes every effort to within a reasonable time all misunderstandings, complaints, technical or operational problems that have to do with this Website or with the quality of its content and whose Superfoon B.V. is informed by you.

10. Validity of the terms of use.

The nullity and/or impracticality of one or more provisions of these terms of use shall not affect the validity and enforceability of any remaining provisions. If one or more provisions in whole or in part invalid and/or unenforceable shall be deemed or declared, will be replaced by an appropriate valid provision, which as much as possible the original goals of the invalid provision.

11. changes to prices and to the terms of use Superfoon B.V.

Has the right to the services and prices contained on its Web site are published at any time, to modify and to adapt the provisions of this user agreement, or. It is your responsibility to check these terms on a regular basis. If you use this Website after the effective date of the changes continues to use, give you that you accept and agree to the changes.

In addition, Superfoon b.v. any form of liability for any harmful consequences that may result from the changes that are made to the content of this Website or this user agreement.

12. Governing law and jurisdiction this user agreement

shall be governed by Dutch law. Any dispute that arises out of or in connection with the use of our Website or resulting from the acceptance, interpretation or compliance with these terms of use and/or the Privacy Statement will be within the exclusive jurisdiction of the District Court of Amsterdam that the Dutch law will apply, to the exclusion of the rules of private international law.

13. Refunds and complaints

Superfoon b.v. decide autonomously or a customer's purchases can be refunded and this only when specific circumstances justify this (technical problems). Superfoon B.V. can reimburse the customer by adding extra credits to the account or by a refund to do if the payment permits. For the decision in respect of a complaint will interpret Superfoon B.V. all other available information and the necessary system log files. For complaints and refunds, please contact Superfoon B.V. by email and telephone as mentioned in article 9.

14. disputes

1. Disputes between the consumer and entrepreneur over the emergence or the execution of the agreement with respect to services provided by the operator or by the consumer as well as by the entrepreneur shall be submitted to the arbitration board telecommunications, p.o. box 90600, 2509 LP, the Hague, Netherlands.
2. (a) a dispute is referred to by the Arbitration Committee only dealt with, if the consumer exercises his complaint in writing to the trader first.
2. b) the entrepreneur will come within 30 days of receipt of the complaint in writing, unless this is not reasonably possible. In that case, within that period, in writing to the consumer will be created when the response is communicated to him at the latest.
3. Within 30 days of receipt of the response of the entrepreneur, or within 30 days after the expiry of the date on which according to the provisions of paragraph 2 (b) should have been commented, the consumer the dispute before the disputes Committee telecommunications.
4. When the consumer submits a dispute to the Arbitration Board, the entrepreneur is bound to this choice. If the entrepreneur wants to do, he must ask the consumer, in writing within five weeks to speak out if he agrees. The entrepreneur has to announce that he is after the expiry of the aforementioned term smoking will deem to submit the dispute to an ordinary court.
5. The Arbitration Board shall rule in compliance with the provisions of the applicable rules for her. The regulations of the disputes Committee is sent on request. The decisions of the Arbitration Board are in the form of binding advice. For the treatment of a dispute is compensation.