

Terms and Conditions - ConsumerApps B.V. / Stringzz

ENGLISH TRANSLATION OF THE DUTCH 'ALGEMENE VOORWAARDEN' OF CONSUMERAPPS B.V. | STRINGZZ
valid as from: 1 July 2020

Definitions

- "Agreement": the Terms of Use, these Terms and Conditions, the Privacy Policy and the material presented on the Stringzz app which is specifically referenced in this agreement, whereby such material and the terms of this agreement regularly can be updated by ConsumerApps B.V. at its own discretion;
- The "Stringzz App", an app on the mobile phone or other data carrier, hereafter also referred to as "Stringzz App" or "the App";
- "The Service": all functionalities of the Stringzz app and tools made available in the Stringzz app, all privileges from subscriptions or memberships, and all other services provided by Stringzz or its partners for the purpose:

promoting and intensifying contact between BDSM like-minded people;

- "User" a person who has created a Stringzz account;

Article 1 - Identity of the entrepreneur

1. The private company with limited liability ConsumerApps B.V., established in Amsterdam, with their office at Herengracht 420, KvK 72980109, as owner, developer and supplier of the Stringzz app, hereinafter referred to as "Stringzz", or "the Entrepreneur".

Article 2 - Applicability

1. These Terms and Conditions apply to any offer from the Entrepreneur and to any contract agreed either or not on distance between the Entrepreneur and the User.

Article 3 - Services

1. Stringzz's service consists of offering the User an opportunity to contact other like-minded Users in an online way via the Stringzz app specifically developed for this purpose, of matching like-minded Users who fit well together based on certain indicators defined by Stringzz, as well as continuous interaction between connected Users in the App. The Entrepreneur provides a good insight into these indicators in the App.
2. Stringzz does not guarantee success or a match.
3. Stringzz is transparent about the services that it offers. Before entering into any membership, Stringzz provides clear information about rates, about the automatic renewal or cancellation of memberships, as well as about the conditions and possibilities of the Stringzz app, so that the User can make a good judgment of the offer and its value for the User.
4. Stringzz places additional requirements on Users who use the App and/or want to use the Service. These requirements are stated in the Terms of Use that are made known to the User prior to the use of the Stringzz app or prior to any membership. These additional

requirements are defined, among other things, to confine the target group for the Stringzz app and to increase the chance of success, an exciting match.

5. The Stringzz app will in any case have the following requirement: **Minimum age is 18 years**. Affinity with or widespread interest in the BDSM world is highly desirable.

6. The possibility of further contact with other Users is subject to the condition that a paid membership (arranged through a subscription) is then entered into.

7. Payment of the membership fee is based on a fixed amount per month and depends on the chosen subscription.

8. Stringzz cannot guarantee the correctness and completeness of the information made available by Users. Users are (i) responsible for the (correctness and completeness of) information they make available through the Stringzz app, and (ii) judging the accuracy and value of the information made available by other Users in the Stringzz app.

9. Stringzz is not responsible for the behavior of Users during the use of the App, or during a personal appointment or following remote interaction via the App, following a mutual introduction via the Stringzz app.

Article 4: Availability of service

1. Stringzz makes every effort to ensure that the service to Users runs uninterrupted. Stringzz cannot guarantee continuous availability of the services. Stringzz will strive to resolve a service malfunction as soon as possible.

2. If maintenance is carried out on the Stringzz app, Stringzz will announce this in advance and limit the inconvenience to Users as much as possible.

Article 5: User Behavior / Community Guidelines

1. The User is not allowed:

- mention falsehoods in the profile;
- fill in more than one profile per person;
- inflict damage or hindrance to other Users of the Stringzz app;
- involve or display individuals under the age of 18 in the Content, even with their permission
- make racist or offensive statements;
- post content from or about or with others without their explicit, voluntary permission or created on an involuntary basis by or with others;
- post content that can be classified as hate speech, discriminatory and threatening;
- disclose, reproduce or otherwise (re)use information from another User's profile in any way without expressly registered permission from the User concerned;
- to request passwords for any purpose, or to use personally identifiable information of other persons for commercial or illegal purposes, or to distribute personal information of someone else without his or her permission;

- use another User's account, share an account with another User or have more than one account;
- give login details to third parties or use login details of others; login details are always strictly personal;
- use the Service or content of the Service for any commercial reason without the prior explicit written permission of Stringzz;
- copy, adapt, transfer, or create derivative works of copyright material, images, ideas, functionalities, trademarks, trade names, service marks, or other intellectual property, or content or sensitive information accessible through the Service in any way without the prior written explicit permission of Stringzz;
- use robot, bot, spider, crawler, scraper, website find / search application, proxy or other manual or automatic device, method or process to view, retrieve or index User data, "data mining", or in any way reproducing or circumventing the navigation structure or presentation of the Service or its content;
- use the Service in a manner that may interrupt, disrupt or adversely affect the Service or the servers or networks connected to or supporting the Service;
- upload viruses or other malicious code or otherwise try and compromise or circumvent the security of the Service;
- manipulate headers or otherwise manipulate identifiers to disguise the origin of information transferred to or through the Service;
- to "frame" or "mirror" the Service or any part of the Service without Stringzz's prior written approval;
- use meta tags or code or other devices that contain references to Stringzz or the Service (or any Stringzz trademark, trade name, service mark, logo or slogan) to refer someone to another website for any purpose;
- modify, adjust, copy, sublicense, translate, sell, reverse engineer, decrypt, decompile, or otherwise disassemble the Service or any part of the Service, or have others do this;
- use or develop third party applications that work with the Service or its Content or information and that of other Users without the written permission of Stringzz;
- use, access or publish any Stringzz application programming interface ("API") without the prior written permission of Stringzz;
- use the Service for any application that is illegal or prohibited;
- violate the Community Guidelines, which are regularly updated and published on the website www.stringzztheapp.com;
- spam users, extort money, or deceive users;
- to imitate a person or entity or to post pictures or logos of another person without his or her prior written permission;
- use or open another or new account after Stringzz has terminated a previous account of User.

2. Stringzz reserves the right to investigate and / or terminate a User's account without refund of any purchases and / or membership fees in the event of suspicion that the User has violated the terms of the Agreement, has made abuse of the App or the Service or has behaved in a manner that Stringzz considers inappropriate or illegal, including actions or communications that occur both within and outside the App or Service.

Article 6: Complaints about Users, deception

1. If Stringzz receives a complaint about a User, it will investigate this complaint and take appropriate action if necessary. Stringzz endeavors to remove, modify or block profiles of Users that contain falsehoods, are misleading or otherwise may cause damage or hindrance to other Users. Stringzz is authorized to investigate User profiles and communication between Users when there is appropriate cause, amongst others if there is a complaint or suspicion of deception, damage or nuisance.

2. Stringzz will endeavor to notify Users of possible deception by Users on the Stringzz app. The Safety Tips, which are regularly updated by Stringzz and published on the website www.stringzztheapp.com, highlight the risks of using the App and the Service and provide tips to avoid damage or other disadvantages associated with its use.

Article 7: Protection of Personal Data

1. The use of the Stringzz app and the use of the Service are subject to Stringzz's Privacy Policy. This describes how the User's personal data is processed. Stringzz thereby adheres to the laws regarding the protection of personal data and cookie legislation.

2. If Stringzz has a reasonable suspicion of violation of the defined rules and other Users or third parties may experience (possible) damage or nuisance, Stringzz is entitled to take note of the data exchanged between Users via the Stringzz app. Stringzz elaborates on this in its Privacy policy.

Article 8: Limitation of liability

1. The liability that Stringzz accepts is limited to cases of damage as a result of intent or gross negligence on the part of Stringzz, being damage that can be considered as an immediate and clear consequence of the non-fulfillment or defective fulfillment of the Agreement by Stringzz. Stringzz is never liable in case of unauthorized access to the Stringzz account, unauthorized modification or disclosure of its content.

2. Stringzz's liability for damage arising from or related to the performance of the Agreement is limited to the amount paid out by its insurance in the relevant case. If no payment is made under the insurance, then liability is limited to the amount of the subscription fees paid by the User during the previous twelve months until the moment of notification of the damage by the User.

3. The User is liable to Stringzz for damage resulting from a shortcoming by the User in compliance, for example as a result of a violation of the provisions of the Terms of Use or other instructions, including but not limited to the provision of incorrect or unauthorized information, unless this shortcoming cannot be attributed to the User.

4. Stringzz is only responsible for mediating between the Users of the Stringzz app, but not for the course of contacts that arise from it. Stringzz is not liable for events that take place between or on the side of Users, which have been initiated via the Stringzz app. Any event and / or incident that occurs between Users is not part of the responsibility of Stringzz.
5. Stringzz is not responsible for finding a suitable contact. If Stringzz does not yield the desired result in the opinion of the User, there is no right to a refund of the subscription money or other payments for products or services via or outside the App or the Service.
6. Stringzz is not liable for shortcomings and / or errors that have arisen through activities, services or products of third parties and suppliers engaged by Stringzz.
7. Services as provided by Stringzz may be subject to limitations, delays and other issues inherent to the use of the internet and electronic communications. Stringzz is not responsible for delays, delivery failures or other damage resulting from these issues.
8. If Stringzz is held liable for compensation for damage suffered by a third party in connection with the use of the Stringzz app by a User, this User is expressly obliged to indemnify Stringzz against this claim. Stringzz is at all times entitled, if and insofar as possible, to rectify any damage to a User. This also includes Stringzz's right to take measures that can prevent or limit any damage.

Article 9: Right of withdrawal

When ordering and delivering products:

1. Stringzz also gives Users the opportunity to purchase products through for instance the Stringzz app. The User can dissolve an agreement regarding the purchase of a product during a reflection period of at least and at most 14 days without reason. Stringzz may ask the User about the reason for withdrawal, but may not oblige the User to state his reason(s).
2. The reflection period referred to in paragraph 1 of this article commences on the day after the User, or a third party designated by the User in advance, who is not the carrier, has received the product, or:
 - a. if the User has ordered multiple products in the same order: the day on which the User, or a third party designated by him, has received the last product. The Entrepreneur may, if he has clearly informed the User prior to the ordering process, refuse an order for several products with a different delivery time.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the User, or a third party designated by him, has received the last shipment or the last part;
 - c. for contracts for regular delivery of products during a certain period: the day on which the User, or a third party designated by him, has received the first product.

When entering into a subscription / membership

3. The User can terminate a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for at least and at most 14 days without giving any reason. The Entrepreneur may ask the User about the reason for withdrawal, but may not oblige the User to state his reason (s).
4. The reflection period referred to in paragraph 3 of this article commences on the day following the entering of the agreement, the commencement date of the membership / subscription.

Article 10: Obligations of the User during the reflection period

1. During the reflection period, the User will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The principle is that the User may only handle and inspect the product as he should in a store. So-called "sex toys" can never be returned for hygiene reasons unless it is unpacked and presented in the original (sealed or unsealed) packaging, at the discretion of the Entrepreneur.
2. The User is only liable for depreciation of the product if it is the result of a way of handling the product that goes beyond what is allowed according to paragraph 1 of this Article.
3. The User is not liable for any diminished value of the product if the Entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the entering of the agreement.

Article 11: Exercise of the right of withdrawal by the User and costs thereof

1. If the User exercises his right of withdrawal, he will report this within the reflection period by means of the Model Form (Appendix 1) that is published on the contact page of the website www.stringzztheapp.com, or in any other unequivocal manner to the Entrepreneur .
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1 of this article, the User will return the product or hand it over to (an authorized representative of) the Entrepreneur. This is not necessary if the Entrepreneur has offered to collect the product himself. The User has in any case respected the return period if he returns the product before the reflection period has expired.
3. The User returns the product with all accessories supplied, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the Entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the User.
5. The User bears the direct costs of returning the product. If the Entrepreneur has not notified that the User must bear these costs or if the Entrepreneur indicates to bear the costs himself, the User does not have to bear the costs for return.
6. If the User withdraws after first using the Service during the reflection period, the User owes the Entrepreneur an amount that is proportional to that part of the obligation that was fulfilled by the Entrepreneur at the time of withdrawal, as compared to the full fulfilment of the commitment.

Article 12: Obligations of the entrepreneur in case of withdrawal

1. If the Entrepreneur allows notification of withdrawal by the User in an electronic way, he will immediately send a confirmation of receipt after receipt of this notification.
2. The Entrepreneur uses the same payment method that the User has used for reimbursement, unless the User agrees to a different payment method. The refund is free of charge for the user.

3. If the User has opted for a more expensive method of delivery than the cheapest standard delivery, the Entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 13: Price

1. During the period of validity stated in the offer, the prices of the products and / or services offered will not be increased, except for price changes as a result of changes in VAT rates.

2. Price increases within 3 months after the entering of the agreement are only permitted if they are the result of statutory regulations or provisions.

3. Price increases from 3 months after the entering of the agreement are only permitted if the Entrepreneur has stipulated this and:

a. they are the result of statutory regulations or provisions; or

b. the User has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

4. The prices stated in the offer of products or services include VAT.

Article 14: Duration transactions: duration, cancellation and extension

Cancellation:

1. The User can terminate an agreement that has been entered into for an indefinite period and which extends to the regular delivery of products or services, at any time towards the end of a calendar month, subject to the agreed cancellation rules and a notice period of one month.

2. The User can terminate an agreement that has been entered into for a definite period and which extends to the regular delivery of products or services, at any time towards the end of the fixed term, subject to the agreed cancellation rules and a notice period of one month.

3. The User can:

- cancel at any time and not be limited to cancellation at a specific time or in a specific period

- cancel at least in the same way as they have been entered into by him

- always cancel with the same notice period as the Entrepreneur has stipulated for himself

the agreements mentioned in the previous paragraphs.

Extension:

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services will be tacitly renewed for an indefinite period afterwards. The User may cancel at any time towards the end of a calendar month with one month's notice.

Duration:

5. If an agreement has a duration of more than one year, the User may terminate the agreement at any time after one year with one month's notice, unless reasonableness and fairness oppose cancellation before the end of the agreed duration.

Article 15: Payment

1. Unless otherwise provided in the agreement or additional terms and conditions, the amounts owed by the User must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period, within 14 days after entering into the agreement. In the event of an agreement for providing a service, this period commences on the day after the User has received confirmation of the agreement.
2. The User has the duty to report inaccuracies or changes to payment details provided or stated to the Entrepreneur without delay.
3. If the User does not meet his payment obligation(s) in time, after he has been informed of the late payment by the Entrepreneur and the Entrepreneur has granted the User a period of 14 days to still meet his payment obligations and payment has still not been made within this 14-day period, statutory interest is due on the amount still owed and the Entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40.

Article 16: Complaints procedure

1. The Entrepreneur has a complaint procedure that has been made sufficiently known, including on the website, and handles the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the agreement must be submitted to the Entrepreneur fully and clearly, in accordance with the complaint procedure, within a reasonable time after the User has discovered the defects.
3. Complaints submitted to the Entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Entrepreneur will reply within the period of 14 days with a notice of receipt and an indication when the User can expect a more detailed answer.
4. The User must in any case give the Entrepreneur 4 weeks time to resolve the complaint by mutual agreement. After this period, a dispute arises that is subject to dispute resolution.

Article 17. Applicable law / mediation clause

1. This Agreement and any dispute between the User and Stringzz are governed by Dutch law.
2. If a dispute arises about the implementation of this Agreement, the parties will attempt to resolve the dispute using Mediation in accordance with the MfN Regulations. A dispute is present if one of the parties indicates in writing to the other party that this is the case; because Stringzz does not always know the addresses of its Users, a notification for Stringzz via the App account or via the telephone number provided (by SMS) or via the indicated e-mail address (by e-mail) of the User is sufficient. The parties will jointly appoint an MfN mediator within a period of 14 days after the dispute has been established. If no solution is found to the dispute through Mediation, both parties are free to submit the dispute to the competent court. Disputes can only be brought before the competent court in Amsterdam.

Appendix I: Model withdrawal form

(only complete and return this form if you want to withdraw from the contract)

Model withdrawal form

- To: ConsumerApps B.V.in casu Stringzz

Herengracht 420 unit # 88, 1017 BZ Amsterdam

revocation@stringzztheapp.com

- I hereby inform you that I am withdrawing from our agreement on:

the purchase of the following product: _____ [indicate product] *

the supply of the following digital content: _____ [indicate digital content] *

the provision of the following service: _____ [indicate service] *

- Ordered on * / received on * _____ [order date with services or receipt date with products] *

- User name: _____

- User address: _____

- User's signature (only if this form is submitted on paper):

* Please check the appropriate box, strike through the appropriate text or complete the blanks