

## **Terms of Use ConsumerApps B.V. / Stringzz-app**

ENGLISH TRANSLATION OF THE DUTCH 'GEBRUIKSVOORWAARDEN' OF CONSUMERAPPS B.V. | STRINGZZ-APP  
Valid from: July 1, 2020

ConsumerApps B.V. in Amsterdam for the services in this Agreement also trading under the name Stringzz (hereinafter: "Stringzz" or "the Entrepreneur"), is the developer, operator and owner of the Stringzz app (hereinafter: the "Stringzz-app" or the "App") and provider of related services, including but not limited to use of the Stringzz-app (hereinafter: the "Service").

These Terms of Use, together with Stringzz's Terms and Conditions and Privacy Policy, apply to the Agreement between Stringzz and the User of the Stringzz-app.

The Terms of Use, the Terms and Conditions and the Privacy Policy determine the conditions for accessing and using the Stringzz-app and using the services and products offered by Stringzz.

### **Definitions**

- "Agreement": these Terms of Use (including the Safety Tips and Community Guidelines), the Terms and Conditions, the Privacy Policy and the material presented on the Stringzz-app, which are specifically referenced in this Agreement, whereby each can be regularly updated by Stringzz to its own discretion;

- "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;**

- "Intellectual Property Rights": inventions whether or not patented, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, masking rights, know-how, ideas, designs, software, functionalities, logos, expressions and other rights to trade secrets, and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature anywhere in the world;

- "Stringzz-account" or "Account": the personal environment of a User of the Stringzz-app accessible through a combination of username and password that gives the user paid or unpaid access to certain shielded services;

- "User": a person who has created an Account in the Stringzz-app;

- "Stringzz-ID": the data with which a User identifies himself within Stringzz in order to be able to use the Stringzz-app;

- "Stringzz User Data": data, information, files or material that the User has provided to Stringzz or was sent to Stringzz while using the Stringzz-app;

## Privacy and Security Policy

The current privacy and security policy can be found at [www.stringzztheapp.com/privacy](http://www.stringzztheapp.com/privacy).

## Using the Stringzz-app

A Stringzz-ID is personal through, at least, a personal mobile phone number of the User and the personal e-mail address of the User and may not be shared.

Stringzz may terminate the password, Stringzz-account or use of the Stringzz-app at its sole discretion if the User breaches or otherwise fails to comply with the Agreement.

The User agrees and accepts that Stringzz is not obliged to retain the Stringzz User Data and that Stringzz can delete this data if the User has acted contrary to the terms of the Agreement and the User has not corrected this violation within 15 days from date the User has been made aware of this.

Stringzz can charge a User a fine of up to 5,000 euros (in words: five thousand euros) for breaching the agreed conditions.

## **1. Acceptance and amendment of Terms of Use, Terms and Conditions and Privacy Policy**

The Stringzz-app is a mobile phone app to promote and intensify contact between like-minded people in the BDSM world. The User creates an Account for this purpose in the Stringzz-app. After creating an Account, the Stringzz-app makes matching suggestions to the User for like-minded people, who have to apply for a membership against a monthly subscription in order to be connected and to continue interacting with each other. Once connected, the Stringzz-app facilitates interesting BDSM-related interaction between the linked members. Membership comes in the form of different paid subscription plans, in varying degrees and with different privileges and levels of intensity.

The Stringzz-app is free for download and install. The use of the Stringzz-app is activated by creating a personal Stringzz-account. This Agreement is effective as soon as a User has created a Stringzz-account and applies as long as a User has a Stringzz-account.

A person creating a Stringzz-account explicitly agrees with that to Stringzz's Terms of Use, Terms and Conditions and Privacy Policy, which can be found at [www.stringzztheapp.com/termsandconditions](http://www.stringzztheapp.com/termsandconditions) and [www.stringzztheapp.com/privacy](http://www.stringzztheapp.com/privacy).

In the unhelped-for event of a discrepancy between the Terms and Conditions of Stringzz and these Terms of Use, the Terms of Use of Stringzz will prevail.

The services offered by Stringzz, including all updates, improvements, new features and/or the addition of any new web resources, are subject to the Terms and Conditions, the Terms of Use and the Privacy Policy. If a User cannot agree to the terms of the Agreement, he/she must refrain from using the App or the Service and delete the App from his mobile phone.

Stringzz is entitled to make changes to the Terms of Use, the Terms and Conditions and the Privacy Policy. The most recent version of these terms and policies will be posted in the Stringzz-app under Settings and on the aforementioned Stringzz website. The most recent version is always the applicable version; the date from which the conditions apply is always at the bottom of each page of the various conditions ('valid from:'). If changes are material and may affect the rights or obligations of Users, Stringzz will notify the User in advance of these changes by reasonable means, including notification via the Stringzz-app and/or by email. If the User continues to use the Stringzz-account after the changes take effect, he/she explicitly agrees to the revised Agreement.

## 2. Requirements

**The User must be at least 18 years old to create a Stringzz-account on the Stringzz-app and to use the Service.** By creating a Stringzz-account and using the Service, the User also declares and guarantees that when using the App/Service, he/she will comply with all applicable laws, rules and regulations, that he/she has never been convicted and/or suspect for a sexual offense or a criminal offense (or a crime of comparable seriousness) and that he/she has never been refused a Certificate of Good Behaviour of any kind.

Users are solely responsible for all activities that they do or that they let occur with them during or as a result of using the Stringzz-account. Users must comply with all applicable laws at all times when using the Stringzz-app. Users must immediately notify Stringzz of suspected breaches of law, Terms and Conditions, Terms of Use, Privacy Policy or security, of any unauthorized use of a password or Stringzz-ID or Stringzz-account, or if they suspect copying of content. A User is forbidden to impersonate another User.

## 3. The Account

The Stringzz-app can only be used on a modern mobile phone, a so-called smartphone. The telephone and telephone number are important identifiers for Stringzz and are inextricably linked to the Stringzz-account that is created and used by the User. When creating a Stringzz-account, the User will agree to the terms of this Agreement and the Terms and Conditions, and the User is informed about and will agree to the Privacy Policy. When creating an Account, the User is asked to enter a five-digit PIN code, in order to protect personal details for other Users upon login. To use Stringzz, the User must log in using the telephone number with which he/she registered for the Stringzz-account and the PIN code entered. If the User is logged out and wishes to log in again, an extra six-digit code will be sent to the registered telephone number that must be entered to continue. This is for security reasons ("two factor authentication"). The User is responsible for keeping the credentials used to log into the Stringzz-app confidential, and the User is solely responsible for all activities that take place in the name of those credentials. If the User thinks that someone has accessed his/her Stringzz-account, they should report this immediately to [members@stringzztheapp.com](mailto:members@stringzztheapp.com).

With a Stringzz-account, Dominants can:

Create user and BDSM profiles, view the profile details of submissive candidates, determine the order in which submissive candidates are displayed in the screen (for example, in order of corresponding fetishes, by age or by distance between the respective cities) and send a number of chat messages per day to (unlinked) submissive candidates. Dominants can also make connection requests to submissive candidates. When a submissive accepts a Dominant's connection request, the Stringzz-accounts will be linked together and immediately a Stringzz membership starts for both of them (if they were not previously members due to (an) existing connection(s) between the Dominant and another submissive, or between the submissive and another Dominant); by the connection they join the active BDSM Community of Stringzz.

With a Stringzz-account, submissives can:

Create user and BDSM profiles and send a number of chat messages per day to (unlinked) Dominants who have previously started contact with the submissive. In principle, submissives cannot unasked for view or access Dominants' profiles, except for certain subscription types. Submissives may accept or decline connection

requests sent by Dominants. When a submissive accepts a Dominant's connection request, the Stringzz-accounts will be linked together and immediately a Stringzz membership starts for both of them (if they were not previously members due to (an) existing connection(s) between the Dominant and another submissive, or between the submissive and another Dominant); by the connection they join the active BDSM Community of Stringzz.

#### **4. Membership**

Users only pay for a membership if there is a connection between (the Accounts of) at least two Users. This occurs because a Dominant makes a connection proposal to a submissive and he/she accepts the proposal. If the Users did not yet have a membership from previous connections, this is when they connect with each other and thus become a paid member with the Active Stringzz BDSM Community.

##### ***Subscriptions***

Within a membership there are different types of subscription, each with its own price per month, and with increasing functionality and intensity. Users always first give permission for the possible use of built-in functionalities of the telephone and/or external means and devices linked to the telephone via the App attached to a certain subscription plan. With each subscription form new functionalities are released, to which the User at that time always gives explicit access. Depending on the subscription plan Dominants can pair with multiple submissives, or vice versa. Activities and used functionalities may differ per BDSM connection.

Much communication will take place online (by telephone), but (membership for) the Service does not (of course) prohibit personal (live) meetings, but does not encourage them either. As long as the User chooses, they will remain anonymous to other Users. Stringzz never shows the phone number or email address of the User, which are used as an identifier for the use of the App and/or the Service.

BDSM couples can also make use of the Stringzz experience through a joint Stringzz membership. This joint Stringzz membership can be requested via the Stringzz-app; by communicating a Partner Code from the first subscribing partner to the other, the App immediately recognizes both as a connected BDSM couple.

If the User enters into a membership and therefore purchases a periodic subscription, the subscription will be charged monthly via the Payment Method selected by the User when entering into the subscription until the User changes the Payment Method or cancels the membership. After the initial subscription period and again after each subsequent subscription period, the subscription will automatically continue for an equivalent period, at the agreed price at the start of the subscription.

Subscriptions automatically renew until the User terminates or cancels the subscription.

Stringzz holds entitlement to all amounts until the subscription to Stringzz ends. If the User terminates the subscription, he/she may use the subscription until the end of the subscription period that is valid at that time and the subscription will not be renewed after this period expires.

If the right of withdrawal is called upon within 14 days after the start of the subscription, costs will be settled in proportion to usage.

## ***Anonymity guaranteed***

Users choose whether or not to remain anonymous. When logging in, it is recommended to choose a nickname as Username, not the (full) proper name. Other Users will never see the login details of a User - such as telephone number and email address - from Stringzz or from the Service. In principle, all traffic via the App can take place intensely but in complete anonymity. Users choose at a given moment whether and when they give up anonymity for another User and reveal their identity. Stringzz knows at least some details of the identity of each User with an Account, because the Account details are verified in various ways upon registration. Users with misconduct or disrespect can be reported, detected and/or excluded from the App or the Service in this way.

## **5. Changing the Service**

Stringzz always strives to improve the App and/or the Service and provide additional features that its Users find interesting or useful. This means that new product features or additions may be added from time to time, or features may be removed. If these actions have no material effect on the rights or obligations of Users, they will not be notified of these actions in advance.

## **6. Termination of Membership / Account**

An Account can be terminated at any time and for any reason, provided that the User does not have a Stringzz membership / subscription at the time of termination. During a membership yet also after termination of the Account, the User is not entitled to any refund for any in-app purchases made, including - but not limited to - purchases of devices controlled by the Stringzz-app.

If the User has a Stringzz membership / subscription, this can be cancelled subject to a notice period of one month, counting from the end of the month in which cancellation takes place, by clicking on 'Stop Subscription' in the 'Subscriptions' section of the Stringzz-app, accessible from the MyStringzz screen. The termination of the membership / subscription does not release the User from his/her obligation to pay the membership amount in accordance with the applicable level for the last period and to pay any outstanding invoices from in-app purchases before the end of the notice period.

Upon termination of the membership, but not of the Account, the content will remain available on the servers of Stringzz (or its partners). Users can use the profile etc. to make or get new contacts via the App.

Stringzz may at any time, without prior notice, terminate the Account if Stringzz believes that the User has breached this Agreement in any way.

A Stringzz-account is non-transferable. All rights to a Stringzz-account and its contents will lapse from the date and time of death of the User of an Account. As long as membership is still paid via the last agreed Payment Method, membership will continue even with an inactive Account. When a User with an Account without membership / subscription has not logged in for a year, the Stringzz-account will be terminated, but not before three emails have been sent to the email address for the Account, warning for termination due to inactivity.

When the Account is terminated, the data will remain available for fourteen days on the servers of Stringzz (or its partners), the so-called "Reflection period". During the Reflection Period, terminated Users can reactivate their Stringzz-account, and restore their original profile data and content (data stored while using the app).

The provisions relating to the manner in which the (personal) data of Users are handled - before, during and after termination of the Stringzz-account - are explained in the applicable Privacy Policy, which is an integral part of this Agreement by reference.

## **7. Security; interactions with other Users and the User's own consideration and responsibility**

While Stringzz strives to provide a respectful User Experience through features such as the double opt-in, which allows Users to interact with each other only in-depth after connecting, the possibility to accept or reject features to be used, the ability to report (the behaviour of) Users and the subsequent investigation by the Stringzz-Team with the possible exclusion of Users as a result, Stringzz is in no way responsible for any behaviour of any User in the App and/or the Service or beyond. The User should be careful, respectful and responsible during interactions with other Users, especially when assigning or instructing users remotely, when choosing to communicate outside the Service, or when making an appointment to meet in person .

Before using the Service, the User must read the Stringzz Safety Tips below, agree to them and subsequently always follow them up.

### **SAFETY TIPS:**

YOU ARE FULLY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS.

YOU UNDERSTAND THAT STRINGZZ DOES NOT DO BACKGROUND RESEARCH ON EXPERIENCE, JUDGMENT SKILLS, EXPERTISE, HEALTH AND POSSIBLE PHYSICAL STRAIN OF USERS, DOMINANT AND SUBMISSIVE, AND YOU DECLARE THAT YOU WILL ALWAYS CONTINUE TO JUDGE, REFLECT AND THINK THROUGH AT THE POINT OF GIVING OR FULFILLING ASSIGNMENTS OR COMMANDS AND THAT YOU MUST MAKE YOUR OWN JUDGMENT TIME AND TIME AGAIN IF THESE FIT INTO YOUR OWN ABILITIES AND/OR THOSE OF THE OTHER USER AND DO NOT HAZARD YOUR OWN AND/OR THE OTHER USER'S SAFETY.

YOU UNDERSTAND THAT STRINGZZ DOES NOT CONDUCT ANY CHECKS INTO ANY CRIMINAL BACKGROUND OF ITS USERS OR CONDUCT ANY OTHER INQUIRY INTO THE BACKGROUND OF ITS USERS.

YOU DECLARE THAT YOUR BEHAVIOR WHEN USING THE SERVICE WILL FIT WITHIN ALL APPLICABLE LAWS AND IN NO WAY WILL BREACH THESE.

STRINGZZ MAKES NO WARRANTIES OR STATEMENT ON THE CONDUCT OF USERS.

## **8. Rights that Stringzz grants to the User**

Stringzz grants to the User a personal, worldwide, non-transferable, non-exclusive, revocable and non-sublicensable license to access and to use the App. This license has the sole purpose of allowing the User to use the advantages of the App and/or the Service as intended by Stringzz and permitted under this Agreement.

Stringzz will initiate an investigation and take legal action in the event of unauthorized and/or illegal use of the App and/or the Service.

## **9. Rights that the User grants to Stringzz**

By creating an Account in the Stringzz-app, the User grants to Stringzz a global, transferable, sub-licensable, royalty-free right and a global, transferable, sub-licensable, royalty-free license to host, store, process and display to other Users - partly with User's specific consent

by means of Privacy settings - any information (collectively referred to as "Content") that the User enters, posts, uploads, displays or makes available in any other way (together referred to as 'posting') on the App and/or through the Service. Stringzz's license to User Content is non-exclusive, with the exception of derivative works created by use of the Service. Stringzz has an exclusive license for these works. For example, Stringzz has an exclusive license on screenshots of the Service that contains the User's Content. In addition, User gives Stringzz authority to act in his/her name with regard to infringing use of the Content via the App and/or the Service by other Users or third parties, in order for Stringzz to prevent or prosecute the use of Content outside the App and/or the Service. The User agrees that any Content posted by the User that Stringzz is authorized to display on the App may be viewed by other Users and by anyone using, visiting or participating in the Service (including persons receiving shared Content from other Stringzz Users).

The User agrees that all information provided, processed and managed after creating an Account is accurate and true and that the User has the right to post the Content on the Service (including but not limited to property rights) and that the User grants the license to Stringzz for this purpose.

The User understands and agrees that Stringzz can monitor or review Content posted as part of the Service. Stringzz may partially or completely remove Content that, in the opinion of Stringzz, violates this Agreement or may affect the reputation of the Service or the company.

When the User is in contact with Stringzz's customer service representatives, the User must be respectful and friendly. If Stringzz believes that a User's behaviour toward any of its customer service agents or other employees is threatening, offensive, or inappropriate at any time, Stringzz reserves the right to immediately close the Account without refund of any pending membership fees.

In exchange for Stringzz's permission to use the Service, the User agrees that Stringzz and its affiliated companies and third parties may place advertisements on the Service, tailored as far as possible to the User's preferences. By submitting suggestions or feedback to Stringzz about the Service, the User agrees that Stringzz may use or share such feedback for any purpose, without having to pay a fee. Stringzz may decide at its own discretion to reward Users in any form for valuable feedback.

Stringzz has access to the Account Information and Content of the User at all times and can make it available to competent authorities if required or required by law, or if Stringzz believes in good conscience that such access, storage and disclosure serve a legitimate interest, to: (i) perform the Agreement; (ii) comply with legal procedures; (iii) respond to claims that any Content violates the rights of third parties; (iv) conduct investigations based on the reporting of inappropriate behaviour by a User, (v) respond to your customer service requests; or (vi) protect the rights, property or personal safety of a User, the Entrepreneur and its employees and partners or any other person.

## **10. Community guidelines.**

The User is not allowed:

- to mention falsehoods in the profile;
- to start more than one profile;
- to inflict damage or hindrance to other Users of the Stringzz-app;

- to inflict damage or hindrance to others by the use of the Stringzz-app or the Service;
- to involve or display individuals under the age of 18 in the Content, even with their permission
- to make racist or offensive statements;
- to post content from or about or with others without their explicit, voluntary permission or which has been created by or with others on an involuntary basis;
- to post content that can be classified as hate speech, discriminatory and threatening;
- to 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 any other use than the intended use in the App and/or the Service, or to distribute personal information of someone else without his or her explicit permission;
- to use another User's Account, share an Account with another User or have more than one Account;
- to give login details to third parties or use login details of others; login details are always strictly personal;
- to use the Service or content in the Service for any commercial reason without the prior explicit written permission of Stringzz;
- to in whatever manner copy, adapt, transfer, create derivative works of to use or reproduce copyrighted material, images, ideas, functionalities, trademarks, trade names, service marks, or other intellectual property or content or sensitive information accessible through the Service, without the prior written permission of Stringzz;
- to use robot, bot, spider, crawler, scraper, applications for searching/finding websites, proxy or any 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;
- to use the Service in a manner that may interrupt, disrupt or adversely affect the Service or the servers or networks connected to the Service;
- to upload viruses or other malicious codes or otherwise compromise or circumvent the security of the Service;
- to manipulate headers or otherwise manipulate identifiers to disguise the origin of information transferred to or through the Service;
- to 'frame' or 'mirror' or 'deep link' the Service or any part of the Service without Stringzz's prior written approval;

- to 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;
- to adjust, modify, copy, sublicense, translate, sell, reverse engineer, decrypt, decompile, or otherwise disassemble the Service or any part of the Service, or have others do this;
- to 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;
- to use, access or publish any Stringzz application programming interface ('API') without the prior written permission of Stringzz;
- to apply the Service for anything that is illegal or prohibited;
- to spam users, to extort money, or to defraud users;
- to imitate a person or entity, to impersonate another person or entity, or to post pictures or logos of another person or entity without his or her prior written permission;
- to use or open another or new Account after Stringzz has terminated a previous Account of this person;
- to violate these Community Guidelines, which are regularly updated and published on the website [www.stringzztheapp.com](http://www.stringzztheapp.com).

At Stringzz we feel the foundational truths underpinning BDSM are the ones of **mutual consent** and **trust**; Stringzz will take action against any User breaching either of these foundational concepts and therefore harms other people and the image of BDSM in general and of Stringzz in particular.

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 acted in violation of the terms of the Agreement, made abuse of the App and/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 and/or the Service.

## 11. Content of other Users

While Stringzz reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the User posting this Content. Stringzz is neither responsible nor liable for the Content of Users and Stringzz cannot guarantee that all Content will comply with this Agreement. If a User finds Content on the Service that violates the Agreement, this must be reported immediately via the appropriate contact form on the website ([www.stringzztheapp.com/contact](http://www.stringzztheapp.com/contact)) or via email to [members@stringzztheapp.com](mailto:members@stringzztheapp.com).

## 12. Purchases

### *In general*

As part of the Service, Stringzz will offer products and services for sale (including but not limited to "in-app purchases") by direct billing by Stringzz or by other billing and payment platforms or methods approved by Stringzz. If the User chooses to make an in-app purchase,

the User will be asked to confirm the purchase, and will then use the payment method specified by the User (card, bank account, PayPal, or any other payment provider) (the "Payment Method") by which the in-app purchase will be charged at the price shown to the User for the product or service selected by the User, including any taxes, and authorizes the User Stringzz - or third party supplier, if and when applicable - to charge the User the amount for the product or service.

After each payment, the User receives a confirmation in the App, in the Payment Info screen in the User Account section of the App. Objection to a debited payment should be directed to Customer Support in the event that the User has been billed directly; this can be achieved in the same Payment Info screen. The User can withdraw his/her consent for automatic payments by card at any time in the Payment info screen in the User Account section of the App. This action does not release the User from any obligation to make payments still due; the User will select a different Payment Method for this purpose.

***Additional conditions that apply if the User pays Stringzz directly via the chosen payment method***

If the User pays Stringzz directly, Stringzz may correct any billing errors it has made, even if payment has already been requested or payment has already been received.

The User can edit the details of his/her Payment Method in the Payment Info screen in the User Account section of the App. If a payment cannot be collected, for example because the card has expired, due to insufficient funds available or for any other reason, and the User does not edit the Payment Method details or does or does not terminate or cancel the subscription, the User remains responsible for settling all uncollected amounts and authorizes Stringzz to continue to invoice and collect through the new chosen Payment Method if this is updated or in any other way - including the use of a collection agency if necessary - if none of the Payment Methods function.

***Stringzz Credits***

From time to time, the User may use limited, personal "Credits" in the Service. Credits can be earned by a User by performing certain activities as part of the Service, can be transferred from one User to another User as part of the use of the Service, or can be purchased (in-App) for a fee. Credits can be used for example to buy off User-obligations that have arisen in the course of using the App and/or the Service or to purchase products and services in the App and/or the Service. Each Balance of Credits displayed in an Account is not a real-world balance and does not reflect a stored value, but is instead a measure of the extent of the right to purchase certain entire, or discounted, products or services within the Service. Credits do not incur costs for non-use, but the right granted to the User in the form of Credits will terminate immediately in accordance with the terms of this Agreement when Stringzz ceases to provide the Service or an Account is closed or terminated. Stringzz, in its sole discretion, reserves the right to charge a fee for the right to access or use Credits and/or to distribute Credits with or without charge. Stringzz can manage, regulate, check, change, stop or eliminate Credits at any time. Stringzz is not liable to the User or a third party in the event that Stringzz exercises such rights. Credits can only be redeemed through the Service.

ALL PURCHASES AND BUY-OFFS OF CREDITS OR BY MEAND OF CREDITS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. THE USER ACKNOWLEDGES THAT IN NO EVENT SHALL STRINGZZ BE REQUIRED TO PAY A REFUND FOR ANY USED OR UNUSED CREDITS AND THAT THE USER WILL NOT RECEIVE ANY MONEY OR ANY OTHER COMPENSATION FOR UNUSED CREDITS WHEN AN ACCOUNT IS TERMINATED WHEITHER OR NOT THIS WAS VOLUNTARILY.

PURCHASES OF AND PURCHASES WITH CREDITS ARE FINAL AND NON-REFUNDABLE.

### **13. Notice and Procedure for Making Claims of Copyright Infringement**

If a User or a third party suspects that his/her work has been copied and posted on the Service in a manner that could be considered copyright infringement, the User or third party can issue a claim and must provide Stringzz with the following information:

- a description of the copyrighted work that the User or third party believes has been infringed;
- a description of where the material that the User or third party believes has been infringed can be found on the Service (such a description should be reasonably sufficient to allow Stringzz to locate the allegedly infringing material);
- one or more supporting documents proving the copyright;
- contact details including first name/last name, address, telephone number and e-mail address (as well as nickname in Stringzz in the case of a User);

A notice of copyright infringement claims should be sent to the Stringzz copyright officer at [legal@stringzztheapp.com](mailto:legal@stringzztheapp.com).

Based on the submitted documents, Stringzz will investigate the claim of copyright infringement and will immediately terminate the Accounts of Users who continue to infringe copyrights after a first request.

### **14. Disclaimers**

STRINGZZ DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE AND ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE REPAIRED OR (C) ANY CONTENT OR INFORMATION THAT USER OBTAINES FROM OR BY THE SERVICE WILL BE ACCURATE.

STRINGZZ SHALL NOT BE RESPONSIBLE FOR ANY CONTENT THAT ANY USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE; ANY MATERIAL THAT IS DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICE IS USED AT OWN CONSIDERATION AND AT OWN RISK OF THE USER.

STRINGZZ IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER VOLUNTARY, ORDERED OR PROVOKED, BY ITS USERS, BOTH IN THE ONLINE AND IN THE OFFLINE 'REAL' (ACTUAL) WORLD.

### **15. Third party services**

The Service may contain advertisements or promotions offered by third parties and links to other websites or resources. Stringzz is not responsible for the availability (or lack of availability) of such external websites or resources. If the User chooses to communicate with third parties through the Service, such party's terms and conditions govern their relationship with the User. Stringzz is not responsible or liable for the conditions or actions of such parties.

### **16. Limitation of Liability**

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-fulfilment or defective performance by Stringzz. Stringzz is

never liable in case of unauthorized access to the Account, unauthorized modification or disclosure of the content thereof.

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 counted until the moment of notification of the damage by the User.

The User is liable to the Stringzz for damage resulting from a shortcoming by the User in the fulfilment, 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.

Stringzz focuses solely on matching Users of the Stringzz-app and supporting interaction between Users in the Stringzz-app, but cannot guarantee and is never responsible for the course of the contacts and activities that arise from it. Stringzz is never liable for damage and/or events that take place between and on the side of Users, which have been initiated via the Stringzz-app. Any event and/or incident that occurs between the Users is not the responsibility and liability of Stringzz.

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 refund of subscription fee(s) or other payments for products or services through or outside the App and/or the Service.

Stringzz is not liable for shortcomings and/or errors that have arisen through activities, services or products of third parties and suppliers that Stringzz engaged.

Services such as those provided by Stringzz may due to circumstances be subject to limitations, delays and other issues inherent in the use of the internet and electronic communications. Stringzz is not responsible for delays, malfunctions, interruption in delivery or other damage resulting from these issues.

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 a User occurred. This also includes Stringzz's right to take measures that can prevent or limit any damage.

## **17. Applicable law / mediation clause**

This Agreement and any dispute between the User and Stringzz are governed by Dutch law.

If a dispute arises about the execution of this Agreement, parties will attempt to resolve the dispute using Mediation in accordance with the Dutch MfN (Mediatorfederatie Nederland) Regulations. A dispute is present if one of the parties indicates in writing to the other party that this is the case; from User to Stringzz: to

ConsumerApps B.V. i.c. Stringzz  
Herengracht 420, 1017BZ Amsterdam, The Netherlands

or alternatively via email at: [legal@stringzztheapp.com](mailto:legal@stringzztheapp.com)

Because Stringzz does not always know the addresses of its Users, a notification of dispute to User goes via the App-account or via the indicated e-mail address of the User.

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.

#### **18. Entire Agreement; other**

This Agreement, including these Terms of Use (and its the Safety Tips and Community Guidelines) together with the Terms and Conditions and the Privacy Policy, and that have been disclosed to the User and accepted by the User when entering into the Stringzz-account or purchasing additional products or services offered or involved through the Service, contain the entire Agreement between the User and Stringzz regarding the use of the Stringzz-app. In the event that a clause in the Agreement should be null or void, the other provisions will continue to apply. To the void or voided clause the most corresponding meaning will be attributed, to which appeal can be done. User and Stringzz will then enter into consultation in order to agree on a new clause to replace the null and void or voided clause, whereby purpose and tenor of the original clauses will be observed as much as possible.