

General Terms and Conditions

Connecting & Entertainment B.V.
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Article 1: Definitions

1.1 Connecting & Entertainment B.V.: considered as operator, owner, and manager of this website, hereinafter also referred to as '**C&E**'.

1.2 Hyperlink: Links primarily intended for presentation to a human User.

1.3 Website: A medium for the presentation of information via the Internet.

1.4 User: The person visiting this website and/or using the services and/or products provided by **C&E**.

1.5 Administrator/Moderator: A person employed by **C&E** and/or a (third-party) entity affiliated with and/or working for and/or providing services to **C&E** who manages and represents a profile in communication, including chat conversations, with a user.

1.6 Profile: The set of (fictitious) personal characteristics and preferences that a user and/or Administrator/Moderator has provided for visualization, which **C&E** displays to Users as a contact/conversation partner.

1.7 Content: The actual content of a website, which consists of but is not limited to films, photos, texts, and Profiles.

1.8 Service: The mobile telecommunications/SMS service/website service provided by **C&E**, which consists of making Content available, in any form.

Article 2: Scope and Nature of Conditions

2.1 These general terms and conditions apply between **C&E** and the User.

2.2 These terms apply to the use and visit of this website.

2.3 If any provision of these terms and conditions is void or voidable, the remaining provisions will remain in force, and the void or voidable provision will be converted into a legally valid provision that approximates the original intention as closely as possible.

Article 3: Purpose, Content, and Use of the Website

3.1 The website is for entertainment purposes only; it is not intended to facilitate in-person meetings. Entertainment profiles are indicated with a heart icon.

3.2 The Website fulfills this purpose by allowing Users to communicate through the site with profiles as defined in 1.6. It is understood that the Website contains both natural and fictitious/moderated Profiles. In the case of a fictitious/moderated profile, a conversation is controlled by one or more (successive) Administrator(s)/Moderator(s) (of (varying) gender and/or age), and physical contact is not possible.

3.3 The Website is a chat service with features resembling a dating website for entertainment purposes.

3.4 This website is explicitly not intended to be an escort service. **C&E** is not responsible for any third parties on this website who do offer such services.

3.5 Use of the Website and services offered through the Website are open to any person who has reached the minimum age of 18.

3.6 The User can create a Profile by completing the registration process. When completing the registration process, the User must provide current and complete information about themselves. The User guarantees that any changes to this information will be immediately communicated to the Website or, if necessary, updated by the User on their own Profile and/or the (other) Content of the Website.

3.7 By completing the registration, the User grants **C&E** a license to use the intellectual property rights to the content provided by the User. This license specifically includes **C&E's** right to duplicate, display, adapt, translate, scan, use for publicity purposes (both commercial and non-commercial), sublicense, or transfer content related to Profiles.

3.8 The User is not permitted to create a Profile for and/or of other people, or to create a fictitious Profile, transfer Profiles, and/or allow others to use their Profile. If, for any reason, the User's information is no longer correct or complete, the User must update their information to ensure it is current, correct, and/or complete again. If the User provides incorrect or incomplete information about themselves and **C&E** determines this, **C&E** may temporarily or permanently remove the account from the Website.

3.9 The User is fully responsible for maintaining the confidentiality of their username and password. The User is solely liable for any use of the account by third parties, regardless of how they gain access. If they suspect misuse of the account, the User must immediately notify **C&E**.

3.10 **C&E** cannot be held liable for the use or improper use of the User's account.

3.11 Unauthorized access to this website is a criminal offense. If **C&E** suspects misuse, it will immediately report the incident and remove the account in question from the website.

3.12 It is not permitted to copy, duplicate, or use content from other Profiles in any way other than for the use of the Website's services.

3.13 It is prohibited to make comments or distribute content (text or images) that violates the rights of others. It is also prohibited to publish content that is defamatory, offensive, obscene, hurtful, or violent in nature, or that could incite political, racist, or violent sentiments. In general, it is prohibited to post content that violates the objectives of the Website and/or applicable laws and regulations and/or contrary to morality, public order, and/or standards of decency. It is also prohibited to use the Website in any way whatsoever, except for the purpose of using the Website's services.

3.14 It is prohibited to use the Website in any way, or to allow it to be used, for unlawful acts, to commit criminal offenses, and/or for acts that violate moral standards, public order, and/or standards of decency.

3.15 The provisions of Article 3.11 include, but are not limited to: infringing the intellectual property rights of third parties (including, but not limited to: copyrights, trademark rights, rights under European Directive 96/9/EC on the legal protection of databases, patent rights, and design rights); theft; the unlawful and/or punishable dissemination of secret or confidential information; the unlawful or punishable dissemination of texts and/or images and audio material, including racist expressions, (child) pornography, criminal data traffic, offensive statements, and so-called "mail bombs"; computer hacking via the Website; destroying, damaging, or rendering inoperable systems or automated works and software of others; spreading viruses or otherwise intentionally disrupting communications or data storage; gaining access by means of false keys, false codes, and false identities.

3.16 It is prohibited to use the personal data of third parties, which the User has or may have access to via the Website, for any purpose other than the purposes of the Website as set out in these General Terms and Conditions, including, but not limited to, transferring this data to third parties and/or sending mailings to persons whose data the User has access to via the Website. The User agrees not to distribute "junk mail," "spam," chain letters, "mailings," or bulk email distribution to Users and/or former Users and/or Administrators/Moderators.

3.17 The User is not permitted to publish photos of people other than themselves on the Website. **C&E** reserves the right to refuse, modify, or remove photos, animations, or other images.

3.18 The User is not permitted to directly or indirectly include contact information such as phone numbers, street addresses, last names, URLs, email addresses, or other personally identifiable information, nor to make requests for contact information in their profile, messages, or images. **C&E** reserves the right to reject, modify, or delete Profiles or parts thereof.

Article 4: Liability

4.1 **C&E** makes every effort to ensure the Website is available uninterruptedly and to secure it using all reasonable means.

4.2 The User cannot hold **C&E** liable in any way for any inconvenience caused by work, problems, interventions, changes or limitations in functionality, or other matters that affect the availability of the Website or other **C&E** services.

4.3 **C&E** is not liable for the accuracy, completeness, or timeliness of Profiles. Their content reflects the opinion of the User and/or Administrator/Moderator. Profiles of Administrators/Moderators, advertisements, or contributions are for entertainment purposes. Physical contact with administrators/moderators is not permitted. **C&E** is not liable for any direct or indirect damage resulting from the use of the website.

4.4 **C&E** makes no guarantees whatsoever regarding the User's entertainment and/or any other (personal) purposes when using the Website. Any guarantee for the User's entertainment and/or any other (personal) purposes, such as finding love, a (love) relationship, a partner, friendship, a (physical) meeting outside the Website, or a pleasant or sexually suggestive conversation, whether express or implied, is expressly excluded, and **C&E** makes no warranty to the User for the aforementioned purposes. By using the Website, the User declares that they are fully aware of this and, therefore, cannot invoke (annulment due to) mistake (pursuant to Articles 6:228 and 6:230, paragraph 2, of the Dutch Civil Code) against **C&E** (and/or Administrators/Moderators).

4.5 By using the Website and/or other **C&E** services, the User declares to be fully aware of the purpose of the Website, namely entertainment, as well as the provisions of Article 3.2, namely that the Website contains both natural and fictitious/moderated Profiles. By using the Website, the User declares to be fully aware of this and, consequently, cannot invoke (annulment) due to error against **C&E** (and/or Administrators/Moderators) (pursuant to Articles 6:228 and 6:230, paragraph 2, of the Dutch Civil Code).

4.6 The content of external links, such as those posted within the **C&E** network, is not monitored. The respective provider is responsible and liable for this. **C&E** is not liable for the accuracy, completeness, or timeliness of the information provided.

4.7 User waives all rights not conferred upon User by mandatory law.

4.8 Any claim the User may have against **C&E** will expire two weeks after the claim arose, unless the User has initiated proceedings before the competent court within this period.

Article 5: Content

5.1 The content reflects the opinion of the respective author. Characters, profiles, advertisements, or contributions may be for entertainment purposes. Physical contact is not always possible. Under no circumstances is **C&E** liable for direct or indirect damages resulting from the use of the Website. We disclaim all liability, to the extent permitted by law, regardless of the nature of the action, for the actions or omissions of Users.

5.2 **C&E** expressly reserves the right to direct conversations on the Website via self-created profiles. These are fictitious profiles that do not allow for physical meetings.

5.3 C&E is not responsible for Profiles that violate the law. **C&E** does not have the means to continuously monitor the content of Profiles.

5.4 C&E uses third-party websites to direct visitors to its website, whether free or for a fee. These third parties responsible for placing these hyperlinks are therefore responsible for the content of the website and the way they direct users to the website through hyperlinks.

5.5 The User grants **C&E** a license (permission) to use the intellectual property rights to the content provided by the User. This license specifically includes **C&E's** right to duplicate, display, adapt, translate, scan, use for publicity purposes, both commercially and non-commercially, sublicense, or transfer content related to Profiles (information, photos, videos, descriptions, search criteria, etc.).

Article 6: Privacy, Personal Data, and Usage Monitoring

6.1 C&E takes the utmost care in protecting the personal data of users of this website. For additional information, please refer to the privacy policy on this website.

6.2 During visits to the Website and/or use of the services, User information is logged. This information is necessary for the proper functioning of the Website and for optimizing/improving the Website and/or other **C&E** services. This information may also be used to detect errors and/or violations of these Terms and Conditions, legal provisions, or for other matters **C&E** deems necessary.

6.3 C&E takes the utmost care in protecting this information and will never share it with third parties.

6.4 C&E reserves the right to anonymize User contact information if this contact information is sent to other Profiles.

6.5 In the event of violation of the provisions of these terms and conditions, actions that violate the law, and/or fraud, the account will be blocked immediately and without prior notice, and the membership will be terminated immediately. Any purchased balance will be immediately and irrevocably forfeited. The costs associated with detecting the misuse or fraud will be recovered from the User. This does not affect **C&E's** right to recover all damages suffered and all judicial and extrajudicial costs incurred from the User.

Article 7: Rates and Payment

7.1 The User will pay the amounts due for the Service to the mobile network provider with whom the User has an agreement. The rates payable include VAT and exclude any other government-imposed levies, unless otherwise stated.

7.2 The costs of using the **C&E** websites are entirely at the User's own risk.

7.3 To send 1 message, 1 'credit' is required on the **C&E** websites.

7.4 C&E's data is decisive for determining the amounts due, unless the User demonstrates that this data is incorrect.

7.5 The User authorizes the mobile network provider to pay for the Service provided by **C&E**.

7.6 Payments can be made via Visa Mastercard & Maestro credit cards. Credit packages are available from €1.00 per message up to €2.50 per message.

7.7 Credits have a limited validity period, after which they expire. Credits are valid for a maximum of 90 days from the date of purchase. **C&E** reserves the right to delete any unused credits from your account after 90 days.

Article 8: Withdrawal Period

8.1 C&E offers digital services, which include a 14-day right of withdrawal. If the User uses the purchased services within these 14 days, the right of return (for this part) expires. Refunds will be issued within 14 days to the payment method used by the User. If this is not possible, for example, in the case of a telephone payment, the User can provide a bank account number. The withdrawal period expires 14 days after the day the Services were purchased.

8.2 To exercise the right of withdrawal, the User must inform **C&E** of their decision to withdraw from the contract by means of an unambiguous statement (via the contact form on the website).

8.3 In principle, users have the legal right to cancel a credit transaction without giving reasons up to 14 days after entering that transaction. If a purchased credit package is redeemed in whole or in part within the cooling-off period, the right of cancellation expires.

8.4 C&E will reimburse the User using the same payment method used for the original transaction, unless the User has expressly agreed otherwise. **C&E** may charge reasonable fees for the reimbursement.

Article 9: Intellectual Property

9.1 All intellectual property rights, as well as all similar rights to all services, products, and information offered on the Website, belong exclusively to **C&E** or its licensors.

9.2 No part of this website may be reproduced without the written permission of **C&E**. The intellectual property rights to all text, images, sounds, and software on this website belong to **C&E** or its licensors.

9.3 If Users submit texts, images, sounds, and/or software to **C&E** or leave them on the website, they transfer all intellectual property rights to **C&E** and therefore indemnify **C&E** against any claims from third parties. **C&E** is therefore entitled, among other things, to commercially exploit these contributions. If **C&E** is notified of (allegedly) infringing material

or (allegedly) infringing links on the website, **C&E** reserves the right to immediately remove this content from its website.

9.4 C&E is not liable for any damage caused by infringement of a user's portrait rights by another user, unless there is intent or deliberate recklessness on the part of **C&E**. The user indemnifies **C&E** against any claims (based on unlawful conduct or on any other basis) resulting from the user's unlawful conduct, including, but not limited to, infringing the rights of other users and/or third parties.

Article 10: Changes to Prices and Terms

10.1 C&E reserves the right to change the services and prices published on its website at any time, thereby amending, updating, or completing the provisions of these Terms and Conditions. It is the user's responsibility to regularly check these Terms and Conditions for changes. By continuing to use the Website after the effective date of the changes, the user agrees (tacitly) to and accepts these changes.

10.2 C&E disclaims any liability for any harmful consequences that may arise from changes made to the content of the Website or the Terms and Conditions.

Article 11: Helpdesk

11.1 If you have any complaints, questions, or comments, please send them to the **C&E** support team via the contact form on the website.

11.2 Questions related to the website that cannot be answered on the website will not be answered. Any questions should be asked clearly and thoroughly, including any error codes or error messages.

Article 12: Applicable Law

12.1 These terms and conditions are governed by Dutch law. In the event of a dispute regarding the interpretation of a term or provision of these terms and conditions, the language of interpretation will be Dutch. The court of Noord-Nederland (Groningen) shall have jurisdiction over any dispute related to these terms and conditions, the privacy policy, or the disclaimer, including but not limited to their validity, interpretation, execution, and/or termination and the consequences thereof.