

# User agreement

Thank you for visiting our Website. The access to and use of this Website are subject to the terms of use as they are listed below. The User Agreement comprises the legal information for visiting and using this Website, a declaration concerning intellectual property rights and a reference to the Privacy Policy.

You are invited to read this User Agreement attentively before visiting the Website or make use of it in whatever way.

Any further visit to and/or use of this website implies full acceptance of this terms of use. If you have difficulties to read the terms or if you do not agree with its content, DNX Network advises you not to visit or use the Website any further.

## 1. Legal information about DNX Network

This Website is published on-line and hosted under the responsibility of DNX Network SARL with the following address and further characteristics:

- Registered Office (address): 6 rue Henri Schnadt, L-2530 Luxembourg, Luxembourg
- General e-mail address: support@dnxnetwork.lu
- Telephone number: +352 2700 2800
- Fax number: +352 2700 2801
- VAT number: LU 23052515

## 2. Scope of the agreement

DNX Network aims at facilitating the use and payment of webcam services, further referred to as Content Service, provided by third parties, further referred to as Webcammer(s).

DNX Network delivers you access to the Content Service of the Webcammer and possibility to pay for the Content Service through its technical platform, further referred to as Facilitation Service.

The fee that you pay includes the use of both the Content Service and the Facilitation Service. DNX Network forwards the Content service fee to the Webcammer for the provision to you of the Content Service and receives the Facilitation service fee on its own behalf for the provision to you of the Facilitation Service. For your ease, DNX Network can make use of third party payment facilitators for performing the payment transaction, such as telecom operators, credit card companies or electronic payment organizations.

DNX Network is not engaged in providing any Content Service itself, but its role is limited to the provision of the Facilitation Service.

## 3. Liability limits

DNX Network uses commercially reasonable efforts to make its Facilitation Service available continuously and to secure the Website by all commercially reasonable means. DNX Network takes every care to limit inconveniences caused by technical errors.

However, DNX Network cannot exclude the possibility that wrong technical actions or non-authorized interventions take place or that viruses are entered. For these reasons, DNX Network cannot guarantee that the access to the Facilitation Service will be uninterrupted or that no other forms of nuisance can be encountered. As a consequence, DNX Network cannot be held liable for such errors, functional disorders, incidents and problems that might result from using the Facilitation Service.

Furthermore, you acknowledge that DNX Network has the right to interrupt the access to its Facilitation Service, without prior notice, to detect and suppress possible cases of fraud or abuse, to remedy technical or operational functional disorders. Such interruptions are needed to modify or improve the Facilitation Service and to assure a regular technical maintenance of the service. DNX Network does not assume liability for any prejudice you might subsist due to these interruptions.

**No Liability for third party content** - DNX Network can in no event be held liable for the Content Service provided by the Webcammer. The Content Service is provided by independent third parties who remain fully responsible for their services. DNX Network is doing all reasonable efforts to prevent illegal content from its Website. When DNX Network is informed about illegal content on its Website, DNX Network will use all reasonable means to banish such content as soon as possible. DNX Network strongly encourages you to alert her when encountering illegal action on this Website. Parental control protections, such as filtering software, are commercially available that may assist you in limiting access to material that is harmful to minors.

**No liability for technical damage** - DNX Network cannot be held liable for any prejudice or damage you might experience as a result of using the Content Service facilitated through the Facilitation Service. In addition, you acknowledge and agree that downloading data by using the Website in any other way is at your own discretion and at your own risk. You are solely responsible for any possible damage to your computer system or loss of data that results from downloading data.

**No liability for third party hyperlinks** - Websites owned, controlled or operated in whole or in part by third parties may provide links to this Website. DNX Network did not examine the content of these websites and has no influence or say whatsoever in the content or other characteristics of these websites.

#### **4. Technical requirements**

The use of the Content Service as provided by the Webcammer may be subject to some technical requirements. The formats in which the images of the Content Service are provided, as well as the required video- and audiodplayers and the internet connection type are indicated on the Website. If you do not comply with these technical requirements you might not be able to use the Content Service. In addition, it might be possible that due to technical protection measures applicable to your computer you might not be able to use the Content Service.

#### **5. User obligations**

You must be at least 18 years old or, in the event that applicable legislation provides that you need to be older in order to be legally allowed to use the Content Service, the minimum age stipulated in such legislation.

Irrespective of what is determined in any other terms of use, as a User you specially commit yourself to:

- a) use the Website in good faith in a reasonable way and not contrary to these terms of use;
- b) not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website. You further undertake not to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website (which could cause the temporary or permanent unavailability), nor to denigrate the content;
- c) not to use the Website for illegitimate purposes or with the intention of causing prejudice to the reputation of DNX Network or of any third party;
- d) not to link the Website with another website without the explicit prior written approval of DNX Network.

When DNX Network finds out or has reasonable presumptions that you violate one of the provisions above [letter a) to d)] or any other provision imposed by these terms of use, DNX Network has the right to deny you access to its Website in whole or in part.

A user-account can be registered without cost. DNX Network guarantees you the access to your account at all times. A user-account can only be deactivated by the user itself and remaining credits stay available on the account. When during 3 months no new credits are added to the account, DNX Network shall charge a monthly cost of 10 credits as of the 4th month to keep the account active. Once the account has a 0 credits balance, this cost will not be applied.

## **6. Intellectual Property Rights**

You acknowledge and agree that the content of DNX Network's Website, including without limitation the text, photographs, illustrations, technologies described, logos, icons, and software, are protected in all forms, media and technologies by intellectual and/or industrial property rights, including without limitation by copyrights, trademarks, data base rights, commercial name, domain name, know-how, models, logo's and designs. DNX Network preserves all rights on these elements.

The use of this Website does not grant you any rights on any of its content. You may not modify, adapt, publish, distribute, or in any way exploit any of this Website, in whole or in part. You may not insert or implement any link to this Website in any other website owned, maintained or operated by you, your employer or any other third party without the prior written permission of DNX Network.

You do not obtain any rights on downloaded content. Modification, adaptation, publication, transmitting of downloaded content for any other purpose than your personal, non-commercial use is strictly prohibited without the explicit prior written permission of DNX Network.

## **7. Protection of privacy and personal data**

DNX Network takes every care to protect the personal data you provide to DNX Network. You can find a link to our Privacy Policy here.

## **8. Retaining of communications information**

If you choose to make use of the chat room or other interactive communication facilities, you agree that this information will be stored. DNX Network will retain this information as necessary to resolve disputes, provide support and troubleshoot problems as permitted by law. DNX Network will not share this information to any third party unless in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity.

## **9. To contact us**

If you wish further explanation or any clarification concerning these terms of use, you are kindly invited to contact DNX Network by the following means:

- e-mail: support@dnxnetwork.lu
- tel: +352 2700 2800
- fax: +352 2700 2801

DNX Network takes every care to solve within a reasonable amount of time all misunderstandings, complaints, technical or operational problems which are related to the Website or with the quality of its content and which are brought to DNX Network's attention by you.

## **10. Legal validity of the terms of use**

If any term of these terms of use is held to be totally void and/or unenforceable, the validity or enforceability of the remainder of the terms of use shall not be affected. Any provision found to be partially or totally invalid and/or unenforceable shall be substituted by a suitable valid provision, which comes nearest to the original objectives of the void provision.

## **11. Modifications of prices and terms of use**

DNX Network preserves the right to modify the services and prices published on its Website at any time and thus to amend, update or complete the provisions of this User Agreement. It is your responsibility to check this User Agreement regularly. If you continue to use the Website after the modifications entered into force, you acknowledge to agree with the changes and to accept them.

In addition, DNX Network does not assume any liability for potentially damaging consequences resulting from changes to the Website or its User Agreement.

## **12. Applicable law and jurisdiction**

Luxembourg law governs this User Agreement. Any dispute arising from or related to the use of our website or arising from the acceptance, interpretation or observance of this terms of use and/or the Privacy Policy shall be submitted to the exclusive jurisdiction of the competent Courts of Luxembourg which will apply Luxembourg law, with the exclusion of private international law rules.

## **13. Refunds and complaints**

DNX Network decides at its own sole discretion the refunds of customers purchases and only if specific extraordinary circumstances apply (e.g. technical malfunctions). DNX Network refunds the purchases by either re-adding the credits to the customer account or via issuing a refund to the payment method used for the purchase (where possible). For the outcome of any complaint or refund request, DNX Network will take into account other clients' complaints and review logs and data held in the system. Regarding refunds and complaints, please contact our Customer Support department at [support@dnxnetwork.lu](mailto:support@dnxnetwork.lu).