

## **TERMS OF USE IMAGEJO BV**

### **Applicability Terms of Use**

By using the services or products of Imagejo B.V. – Donkerelaan 48, 3601JR Maarssen, The Netherlands, KvK 50743376 – (hereafter: “Imagejo”), in whichever form, you are bound by the applicability and content of these Terms of Use. This means that these terms of use are applicable when you purchase or use products or services of Imagejo – irrespective where and in which form you acquire these (for example by downloading or streaming these) and irrespective whether you pay for these – when you are registered with or have logged in at Imagejo, as well as when you are only visiting Imagejo’s Website. By explicitly agreeing to these terms of use, or by visiting and using Imagejo’s Website, or by using other services and products of Imagejo, you accept the applicability of these terms of use.

### **Definitions**

The following definitions are used in these terms of use:

**Users:** means all customers of Imagejo Products and Services, also including the visitors and users of the Website of Imagejo, registered or not, which also means users that have and have not logged in as visitors of Imagejo’s Website(s).

**Contributions:** means all files, data, information, materials, links to other websites, all of such irrespective of the form (image, sound, text, interactive features, any combination thereof or otherwise) which is uploaded by the Users from Imagejo’s Website(s), or are otherwise placed or made available both on the public section of Imagejo’s Website(s) as well as on the private section of Imagejo’s Website.

**Imagejo’s Website(s):** means the Website(s) Imagejo provides including but not limited to <http://www.imagejo.com> and/or Imagejo’s social media channels

**Imagejo Products and Services:** means the products, information and/or services that are offered by or on behalf of Imagejo – also including the (content of the) Website of Imagejo and the videos, drawings, photographs, texts and the graphic design of the internet pages on Imagejo’s Website(s), as well as applications and software offered by Imagejo – and which are acquired and/or

visited by you, irrespective of the form in which the acquisition takes place (for example by downloading, purchasing or visiting this).

### **Log in & registration/use of Imagejo's Website(s)**

In order to optimally use Imagejo's Website(s), it may be necessary for you to be logged in. Log in is possible after you have registered with Imagejo. When registering you will be asked for a number of (personal) data. You guarantee vis-à-vis Imagejo that all information, which you provide to Imagejo for the purpose of registration or otherwise, is complete and correct.

When registering you will also have to choose a strictly personal user name and unique password. You are liable for the actions that are performed under your user name and password. You will therefore have to take care that your user name and password are well guarded and that these are not made known to others or will be used by others. If you know or suspect that others (may) use your log in information, you shall immediately advise Imagejo thereof.

Registration and/or other use of the services of Imagejo is only permitted for persons over 18 years of age. As a minor you can only register and/or use the services of Imagejo, if such takes place with permission of your parents or your legal representative. Imagejo reserves the right to alter your log in details and/or to refuse you admission to Imagejo's Website(s) without stating any further reasons therefor.

### **Intellectual Property rights Imagejo**

All copyrights, trademark rights and other rights of intellectual or industrial property resting with, contained in or resulting from or in conjunction with the Imagejo Products and Services – such with explicit exception of the rights to the Contributions, more about which below – are the sole and exclusive property of Imagejo and its licensors. One may think, amongst others – but not exclusively – of videos, software, sound, drawings, photographs, texts and the graphic design of internet pages.

With the exception of the Contributions, more about which below – it is forbidden to copy, electronically or otherwise, or to publish trademarks, logos and other rights of intellectual property which belong to Imagejo or its licensors, except to the extent necessary to consult this site in an efficient manner via internet and to use the services offered on it, all of such solely insofar as such is for personal and non-commercial use.

In principle, it is permitted to place hyperlinks to Imagejo's Website(s), provided one link to the home page. Consequently, Imagejo explicitly reserves the right to oppose so-called 'deeplinks' or 'embedded' links, which directly link to certain parts of this site.

It is forbidden to insert a hyperlink to Imagejo's Website(s) in such a way that an internet user gets to see this site in a frame or pop-up of another webpage ('framed' or 'inline' link). Imagejo is entitled to remove such links.

### **Contributions**

In no way does Imagejo claim to be the proprietor of the Contributions. Imagejo allows you to place Contributions on Imagejo's Website(s) or on other locations where such shall be made known. The following applies with regard to Contributions.

1. **Placing of Contributions.** You explicitly declare that you are exclusively entitled and do have the right to actually place, upload or otherwise make available (hereafter jointly referred to as: "placing") the Contributions placed by you on the Website of Imagejo or on or in Imagejo Products and Services. You are the proprietor of these Contributions or you have explicit permission from the proprietor or the rightful claimant to place these Contributions and to grant the rights described below. Upon placement of the Contributions on Imagejo's Website(s) you remain the proprietor of the Contributions placed by you.

By placing the Contributions you grant Imagejo the non-exclusive, worldwide, perpetual, irrevocable and unencumbered right to – either via Imagejo or via third parties - publish, multiply, distribute, adapt, make available to the public and otherwise use and exploit the Contributions free of charge (for Imagejo's Products and Services). This also means that Imagejo is allowed to use the Contributions for its own promotional activities. Besides, this right granted to Imagejo also includes the right for Imagejo to grant or transfer this right to third parties.

By placing Contributions you also grant the Users a non-exclusive and unencumbered license to download, save and place a link to the Contributions, all of such for own, non-commercial purposes of the Users.

Imagejo reserves the right to not place and/or to remove Contributions, irrespective of the reason therefor.

You declare and warrant that the Contributions placed by you in no way (might) infringe copyrights, neighbouring rights, portrait and image rights or other rights of intellectual or industrial property of third parties, as well as that these Contributions do not infringe (or might infringe) property rights, contractual rights or other rights of third parties. You also declare that the Contributions placed by you are factually accurate, correct and up-to-date. You hold Imagejo, companies related to Imagejo and Users harmless from all claims of third parties in respect of damage or otherwise, based upon the fact that the Contributions (might) infringe any right of third parties to these Contributions or that the use is otherwise unlawful towards third parties, or which result in any other way from the warranties or licenses provided by you.

You hold Imagejo harmless from all claims of copyright proprietors and/or proprietors of neighbouring rights, including individual rightful claimants such as broadcasting organizations, movie producers and TV producers, as well as collective rights societies such as Buma/Stemra, SENA or comparable organizations in respect of the publication respectively broadcasting or (mechanical) reproductions on Imagejo's Website(s) or embedding in the Imagejo Products and Services by Imagejo of works of composers, lyricists and/or proprietors of neighbouring rights such as performing artists, phonogram producers and broadcasting organizations, which rest on the Contributions placed by you.

You indemnify Imagejo against any liability and resulting damage of any nature whatsoever, including reasonable legal fees, as a result of (exploitation of) the Contributions and/or related Intellectual Property – including but not limited to musical works, musical performances, recordings, sound- and/or image samples, portraits, images, trademarks, tradenames, logos, art and other works or objects protected by intellectual and/or industrial property rights embodied therein – contributed and to be contributed by you to Imagejo. In particular, you shall indemnify Imagejo against any third-party claims in respect of the foregoing and hold Imagejo harmless against any damage, interest and

costs, including legal fees, that may ensue for Imagejo as a result of any such third-party claim.

Subject to the terms and conditions of these terms of use you irrevocably waives vis-à-vis Imagejo your moral rights (droit moral) or any similar rights or principles of law which you may now or later have in the Contributions, amongst others the moral rights as referred to in Article 25 of the Dutch Copyright Act [Auteurswet], and Article 5 of the Dutch Act on Neighbouring Rights [Wet op de Naburige Rechten], if and to the extent subject to waiver, for the duration of these copyrights and neighbouring rights.

You also warrant vis-à-vis Imagejo that the Contributions supplied by you:

- Are not pornographic, sexist, obscene, violent, or otherwise in violation of public morality, or contain links to websites with such contents;
- Are not discriminatory (in respect of religion, race, appearance, origin or culture);
- Do not threaten, offend or hinder User or others in any way, or are damaging or slanderous or infringing on privacy;
- Do not approach other Users for commercial motives, without Imagejo's prior permission;
- Do not contain unlawful requests, including – but not limited to – chain letters, junk mail and other unwanted distribution of information;
- In no way contain advertisements, without Imagejo's prior permission;
- Do not request personal information from minors (including – but not limited to – telephone numbers, address, e-mail address, password);
- Do not contain personal information (including – but not limited to – telephone numbers, address, e-mail address, password);
- Do not contain viruses, Trojan horses, worms or other matters which may damage or have a harmful effect on computer systems (including Imagejo's)
- Are not in any other way criminal or unlawful, or promote or incite criminal or unlawful acts.

Since the Contributions placed by you can also be viewed and used by others, Imagejo advises you to not place confidential Contributions.

2. **Use of Contributions.** It is permitted to download, save, forward and place a link to Contributions, all of this solely to the extent that such occurs for private, personal and non-commercial purposes.

### **Privacy**

Imagejo uses the personal information, which you leave with Imagejo, for example when you acquire Imagejo Products and Services, to inform you about products and services of Imagejo which might be of interest to you. To do so Imagejo may approach you by e-mail or in another way. When you no longer wish to receive information from Imagejo, you may state so by sending an email to [privacy@imagejo.com](mailto:privacy@imagejo.com). The Privacy and Cookie statement of Imagejo applies.

### **Complaints procedure**

If you are of the opinion that the Contributions or other information on Imagejo's Website(s) infringes your copyrights or other intellectual or industrial property rights, Imagejo requests that you report such to <mailto:legal@imagejo.com>, and submit the following information when doing so:

- A detailed description of the allegedly infringing Contributions, where these Contributions can be found on Imagejo's Website(s), as well as why they are infringing;
- Documents which show that you are the rightful claimant to the works which are allegedly infringed upon;
- A statement in which you attest that your report is accurate and complete.

Moreover, your report must contain the full and correct particulars of your name, address and place of residence as well as your (electronic) signature.

### **Cookies**

Imagejo uses cookies/applets when offering the Imagejo Products and Services on Imagejo's Website(s) and in its Products and/or Services.

The Privacy and Cookie statement of Imagejo applies

### **Liability Imagejo**

The Imagejo Products and Services may contain (technical) imperfections, incorrect or incomplete information in any shape or form (for example, but not limited to, video, text and images), typing errors, or other errors of whatever nature. Imagejo Products and Services are merely meant to be informative and no claim can be laid to their accuracy. Imagejo and/or its suppliers provide no

advice as to the suitability of the Imagejo Products and Services as well as the information and software contained therein, for any purpose. The Imagejo Products and Services are offered as is, without any warranty. Imagejo cannot warrant the completeness, accuracy, the uninterrupted functioning or the continued topicality of the information and the content of Imagejo Products and Services. Imagejo and/or its suppliers hereby reject any warranty and conditions in respect of this information and software, including all implicit warranties and conditions in respect of its commercial value, suitability for a specific purpose or its ownership, and Imagejo does not warrant that they do not infringe on third parties' rights.

Statements and opinions, expressed in the Contributions on in other articles and (commercial) announcements (like adds) on the pages of Imagejo's Website are those of the author(s), or advertiser(s) and not (necessarily) those of the webmaster, the Internet provider or Imagejo. Imagejo can in no way be held liable for their contents and is not liable for any direct or indirect damage possibly ensuing from the statements/opinions/expressions in question.

Information contained in the Products or Services of Imagejo is not meant as personal advice, unless agreed otherwise in writing. Described outcomes and situations are not typical and always are generalized. Imagejo urges you to always do your own investigation and assume your situation is not the same as described in the content. Always take safety precautions regarding your own safety and the safety of others (people and animals) even though you might not see these safety precautions in the content of Imagejo.

Executing on any content is always at your own risk. By not hiring a professional for the execution of these actions you accept that the outcome may not be what you expect, that you yourself or others (people and animals) are at risk and materials you own or others own could get damaged or lost.

In Imagejo Products or Services and on its website commercial offers from other companies or individuals can be promoted. We recommend that you do your own independent research before purchasing anything. If you purchase anything through a link you should assume that Imagejo has an affiliate relationship with the company providing the product or service that you purchase, and that Imagejo will be paid in some way. The relation you enter with that other company is a relationship Imagejo has no part of and shall not have any part of.

Imagejo can at any moment decide to stop the Imagejo Products and Services.

Imagejo is never liable for any direct or indirect consequential or special damage ensuing from or related to the use of the Imagejo Products and Services or these being stopped. This also includes damage suffered by third parties, amongst others damage which is associated with or results from the Contributions which have been placed on Imagejo's Website(s) by the Users. Each and every complaint or claim towards Imagejo in connection with the use of Imagejo's products and services must be submitted in writing within 3 (three) weeks after the cause of the claim occurred.

Imagejo's Website(s) may contain links to other websites that are not under the control of Imagejo. Imagejo is in no way liable for the content of those websites.

With due observance of the foregoing articles about (exclusion of) liability, in general Imagejo is never liable for any direct or indirect damage of Users or third parties, including but not limited to consequential damage, lost turnover and/or profit, loss, loss of information, reputational damage, material or immaterial damage, related to or ensuing from a (execution of) agreement or the use of the Products and Services, the use of (the content on) the Website and/or the use/implementation of advice provided by Imagejo or third parties engaged by Imagejo.

User, not being a consumer, indemnifies and safeguards Imagejo against all and any claims of third parties, of whatever nature, in respect of reimbursement of damage, costs or interest, related to or ensuing from the Agreement or the use of the Products and/or Services and/or the use of (the content of) the Website.

The foregoing articles about (exclusions of) liability do not apply if and insofar the damage in question is caused by willful intent or deliberate recklessness on the part of Imagejo or its management, in which case Imagejo's liability for each event (whereby a series of interconnected events count as one event) is at all times limited to the amount User paid to Imagejo in this respect.

### **Amendments**

Imagejo reserves the right to amend these Terms of use at any moment. The amended terms of use will be in force from the moment they are shown on Imagejo's Website(s). We therefore recommend that you regularly read the terms

of use on Imagejo's Website(s) in order to stay informed of the most recent version of these conditions which apply to your use of Imagejo's Website(s).

**Final stipulations**

This Privacy and Cookie Statement applies in addition to the Terms of Use, the General conditions for the delivery of products and services by Imagejo B.V. and the disclaimer(s). If any overlap or inconsistency occurs first the General conditions for the delivery of products and services by Imagejo B.V prevail, then the Terms of Use, then the Privacy and Cookie statement and then disclaimer(s).

The law of the Netherlands exclusively applies to these Terms of Use. All disputes arising from the use of Imagejo's Website(s) shall be exclusively submitted to the competent court in Amsterdam.

In case one or more stipulation in these terms of use would be void or voidable, such does not affect the validity of all remaining stipulations.

Please note that this is an English translation of the Terms of Use. In case of ambiguous content of these Terms of Use, the version in Dutch language shall prevail over this translation in English.

These terms of use have been last changes and published September 18<sup>th</sup> 2017