

Terms and conditions for Dienst

The service "Dienst" is offered over the internet by the company Dienstverlener. The use of Dienst is subject to the below terms and conditions. Using Dienst constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Dienstverlener.

Article 1. Use of the service

1.1. The service Dienst allows you to publish a profile for yourself, participate in online discussions and get in contact with other users. Dienstverlener does not actively assist in doing so but does moderate to ensure the service is used legally and appropriately.

1.2. To use Dienst, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Dienstverlener may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Dienstverlener that someone else knows your password.

1.4. Dienst processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of Dienstverlener for more information.

Article 2. Terms of use

[Redacted text]

- [Redacted text]
- [Redacted text]

[Redacted text]

Article 3. Availability and maintenance

- 3.1. Dienstverlener guarantees availability of the service 99,9% of the time.
- 3.2. Dienstverlener actively maintains Dienst. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
- 3.3. Dienstverlener may from time to time adapt Dienst. Your feedback and suggestions are welcome but ultimately Dienstverlener decides which adaptations to carry out (or not).

Article 4. Intellectual property

- 4.1. The service Dienst, the accompanying software as well as all information and images on the website is the intellectual property of Dienstverlener. None of these items may be copied or used without prior written permission of Dienstverlener, except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Dienstverlener receives a limited license to use this information for the service.
- 4.3. The license of the previous clause is perpetual and irrevocable. The license remains in force after termination of the agreement. In exceptional circumstances where a serious reason calls for it, Dienstverlener may decide to adapt or remove the information.
- 4.4. You may change or remove information you publish or store using the service at your own discretion.

[REDACTED]

Article 5. Compensation for the service

- 5.1. The use of Dienst is subject to a fee which is due every 14 days. The fee is charged upon expiry of each applicable period.
- 5.2. Payment is possible via iDeal online payment, by creditcard, by PayPal money transfer, or as explained further on the website.
- 5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

[REDACTED]

[REDACTED]

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.

7.3. Dienstverlener is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Dienstverlener shall first send a reminder mail to the e-mail address connected to your account.

Article 8. Changes to terms

[REDACTED]

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Dienst shall be brought before the competent Dutch court for the principal place of business of Dienstverlener.

9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Dienst service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by Dienstverlener shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. Dienstverlener is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Dienst or the associated business activities.