



## **WEBSITE TERMS OF USE**

### **Section 1. Introduction**

These Terms of Use (the “Terms of Use”) set forth the terms of use applicable to all visitors to, and all users of, the websites operated by Spotzer Media Group BV (“Spotzer”) including [www.spotzer.com](http://www.spotzer.com) (collectively, the “Site.”) By using the Site, you are bound by the Terms of Use and parties to a legally binding agreement with Spotzer the terms of which are set forth herein. If you do not agree to these Terms of Use, you should immediately cease all usage of the Site. Spotzer reserves the right, at any time, to modify, alter, or update these Terms of Use without prior notice. Modifications shall become effective immediately upon being posted at the Site. Your continued use of the Site after amendments are posted constitutes an acknowledgement and acceptance of the Terms of Use and its modifications.

### **Section 2. Members Account**

You may become a registered member of Spotzer by following the instructions provided by Spotzer on the Site or otherwise. As a registered member (“Member”) you may receive or establish an account (“Account.”) You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else’s Account. You are entirely responsible for all activities that occur on or through your Account. You agree to notify Spotzer of any unauthorized use of your Account or any other breach of security known or should be known to you. Your right to use the Site is personal to you. You agree not to resell or make any commercial use of the Site without the express written consent of Spotzer.

### **Section 3. Copyright and Trademark**

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Spotzer reserves the right to modify or discontinue the Site or services provided by Spotzer (“Spotzer Services”) with or without notice to you. Spotzer shall not be liable to you or any third party should Spotzer exercise its right to modify or discontinue the Site or the Services. You acknowledge and accept that Spotzer does not guarantee continuous, uninterrupted or secure access to the Site or the Spotzer Services and operation of the Site or the Services may be interfered with by numerous factors or circumstances outside of our control.

#### **Section 5. Third-Party Websites**

The Site may include links to other websites on the Internet that are owned and operated by on-line merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party website. You should contact the website administrator or webmaster for those third-party websites if you have any concerns regarding such links or the content located on such websites. Your use of those third-party websites is subject to the terms of use and privacy policies of each website, and we are not responsible therefore. We encourage you to review said privacy policies of third-parties’ websites.

#### **Section 6. Disclaimer of Warranties**

The Site and the Spotzer Services are provided by Spotzer on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Spotzer makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Site or the Spotzer Services in terms of their correctness, accuracy, reliability, or otherwise. Spotzer shall have no liability for any interruptions in the use of the Site or the Spotzer Services. Spotzer disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties and in such jurisdictions such exclusion is inapplicable without prejudice to the other provisions of these Terms of Use.

#### **Section 7. Limitation of Liability**

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## **Section 8. Indemnification**

You agree to indemnify and hold Spotzer, its related companies, subsidiaries, affiliates, shareholders, directors, officers, licensors, licensees, suppliers, employees and agents, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of your use of the Site or the Spotzer Services, or the violation of these Terms and Conditions, or the infringement by you, or other users of the Site using your computer, of any intellectual property or any other right of any person or entity.

## **Section 9 Miscellaneous**

The Site is operated and provided from Amsterdam, The Netherlands. As such, Spotzer is subject to the laws of the The Netherlands, and such laws will govern these Terms of Use without giving effect to any choice of law rules. Spotzer makes no representation that the Site or the Spotzer Services are appropriate or legal for use in other locations. Accordingly, if you choose to access the Site or use the Spotzer Services you agree to do so subject to the internal laws of The Netherlands.

If any provision of these Terms of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that Spotzer's rights under these Terms of Use may be assigned by Spotzer, in its sole discretion, to a third party.

These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between you and Spotzer in relation to your use of the Site and your purchase, receipt or enjoyment of Spotzer Services. You agree that by accepting these Terms of Use you are consenting to the use and disclosure of your personally identifiable information and other practices described in Spotzer's [Privacy Statement](#).

## **Section 10. Notice**

Any notice under these Terms of Use shall be deemed served if delivered in the following manner:

If to Spotzer, by registered mail to the following address:

Spotzer Media Group B.V.  
Legal Department  
De Lairessestraat 180  
1075 HM Amsterdam  
The Netherlands

If to you, by email to the address you provided when you established your Account or by an email address that you later provided when you updated your Spotzer Account information or by any other means recognized by law as sufficient to constitute proper notice.