

General terms Image Creative

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1 Definitions

Supplier: ImageCreative.nl located at the Voorstraat 100 (2201 JA) in Noordwijk, registered in the Netherlands at the Chamber of Commerce under number: 28116601, as well as its successors according to general title and all companies and enterprises connected to ImageCreative .nl or these successors.

Account: Subscription to the services of ImageCreative.nl arising after filling in the registration form on the website under the “register” tab and the approval of this by ImageCreative.nl.

Visitor: Every natural person or successor visiting the internet domain: www.imagecreative.nl, hereafter to be called the “website”.

Files: The underlined but not limited to, pictures, audio, data, materials as well as other materials, or otherwise digitally transferrable materials, uploaded or downloaded to/from the ImageCreative website.

Services: The among other things, offering of a digital platform, accessible to the user through the internet whereupon the user can publish pictures by “uploading” them, which, if desired can be supported by, uploading audio files supporting the atmosphere of the pictures and the viewing/listening of images/audio files uploaded by other users.

Downloading: Transferring or copying files from a server to a local computer.

User: Every natural person or successor using the services of ImageCreative.nl by means of an account or an account of a third party.

Uploading: Placing files from a local computer onto the server of ImageCreative.nl

2 Relevance

These general terms apply to the use of the services of ImageCreative.nl by the user, in the broadest way, By using the services of ImageCreative.nl, the user accepts all that is determined in these general terms and accepts to have taken notice of the terms and to be bound to them. ImageCreative.nl has the right to adjust these general terms at any given moment. If the user uses the services of ImageCreative.nl after adjustments have been made in these general terms, the user silently agrees to these “new” general terms.

3 Services ImageCreative.nl

ImageCreative.nl offers its users a platform conform the already formulated definition of services. The formulated definition is a non-limitative description. ImageCreative.nl only offers a platform on which users can publish their own images or audio. The responsibility of the quality of or rights to these files is for the account of the user himself. Consequently, ImageCreative.nl can practice little to no influence on the uploaded material. ImageCreative.nl has no control of the quality, legality or safety of uploaded files. ImageCreative.nl declines any shape of legal responsibility for the handling and/or neglecting of its users with relation to data, files, and all things considered to be published through the website.

4. Account

4.1 In order to use the services of ImageCreative.nl an account has to be made on the website under the “Register” tab. User has the following three options:

- * A three (3) monthly free trial subscription. This so-called ‘free trial’ period can only be used 1 time per person.
- * A subscription for one (1) year against a rate of € 30,-
- * A subscription of two (2) years against a rate of € 45,-

At each of these three options, the user will receive the same privileges and is bound to the same obligations of the subscription with the exception of the differences in price. The user is obligated to truthfully fill-in the demanded information on the relevant ‘online’ forms. When noticing untruths, the account will be resigned immediately. After this resignation, no rights can be derived from the uploaded files of the ex-user any longer.

4.2 After making an account, the user will receive a password and username. The responsibility of saving and keeping secret of the password is for the account of the user himself. ImageCreative.nl cannot be held responsible for damage of any form or size against the user or third parties as a result of reckless use by the user regarding username and password. User safeguards ImageCreative.nl from any form of damage and legal responsibility arising from the use of the account by the user, or either by a third party.

4.3 With the approval and granting of the account, ImageCreative.nl offers a non-absolute, revocable, temporary, non-exclusive right to the user to view and listen to the files placed on ImageCreative.nl. This license is under reservation of all possible (older) rights of third parties.

4.4 ImageCreative.nl is free to refuse, or either end an account for any given reason.

4.5 User can resign the account at any given time.

5. Illegal

5.1 User is not allowed to use the services of ImageCreative.nl in an unlawful or illegal way.

5.2 User will not publish images, audio files, software or other files and materials loaded with any form of intellectual property right by third parties through ImageCreative.nl. In case this does occur, the user explicitly safeguards ImageCreative.nl from all responsibilities and/or damage of material, immaterial nature, directly or indirectly, suffered by third parties that raised in any way by the unlawful use of the website.

5.3 The user is absolutely not allowed to remove, change, hide or make reports of intellectual property rights or other rights unreadable.

5.4 The user is not allowed to place illegal, damaging, pornographic, vindictive, offending, discriminating or in any other way right- of privacy-damaging content on ImageCreative.nl, under penalty of resignation of the account. User accepts that in case third parties reasonably object to the publication of files uploaded by the user, ImageCreative.nl has the right to remove those files immediately without being obligated to any restitution of any nature against this user.

5.5 The user is not allowed to upload computer viruses in the broadest way of speech or files contaminated with viruses or otherwise contaminated files onto the website. In case by cause of or through uploaded files of the user, software and/or hardware of ImageCreative.nl or third parties

gets contaminated with the viruses or otherwise as mentioned above, the user is responsible for all caused damage to ImageCreative.nl or third parties resulting from that.

6. License

6.1 User declares to be the complete rightful claimant of all his uploaded files and first of all stays the complete rightful claimant after uploading files, data, audio or materials of the intellectual property rights resting on it.

6.2 User grants and declares to ImageCreative.nl to be fully authorized for this, a cost-free, worldwide, non-exclusive license for publicizing files, data, audio, or materials through the website. Among which explicitly but not limited to the portrait right and copyright as well as multiplying and or spreading the files, data, audio or materials for any purpose among which explicitly but not limited to advertising or marketing purposes.

6.3. User accepts that after uploading the files, the files can be used by users and/or visitors of ImageCreative.nl. ImageCreative.nl is not responsible for the possible unlawful use by third parties, meaning in contrary with the law, with these terms, and incriminating use that is not mentioned in these terms, of the uploaded files and safeguards ImageCreative.nl from damage claims of the user and/or third parties.

7. Circumstances beyond control

Any shape of circumstances beyond one's control such as and with the accent on but not limited to: accidents, fire, flood, war, other natural disasters, defects of equipment, failure of services of third parties ImageCreative depends on, acts of the government, strikes, revolts and/or any circumstance ImageCreative.nl cannot influence, whereby the following of its obligations against the user is entirely or partially obstructed is a non-accountable shortcoming that offers ImageCreative.nl the right to hold its obligations by virtual of the agreement in abeyance for the period in which the circumstances beyond control are occurring.

8. Applicable law

Dutch law applies to all differences occurring between ImageCreative.nl and the user, coming forward from the determinations of these general terms, the services of ImageCreative.nl and agreements coming about between ImageCreative.nl and the user. Differences are submitted to the authorized judge in Amsterdam.

9 Other determinations

These general terms include all agreements and/or legal contracts made between user and ImageCreative.nl. In case one or more of the determinations in these terms are destroyed or made invalid, then the destroyed or invalid part still applies. No rights can be claimed from verbal agreements, announcements and/or commitments by or in name of ImageCreative.nl