



## 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 and online tools and applications 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

All content included or available on the Site, including the Site design, text, graphics, interfaces, images, videos and audio content and the selection and arrangements thereof is ©2011 Spotzer.com, with all rights reserved, or is the property of Spotzer and/or third parties protected by intellectual property rights. Any use of materials on the Site, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission is strictly prohibited. Spotzer's trademarks may not be used in connection with any product or service except with the express consent of Spotzer. All other trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those parties. In addition, such use of trademarks or links to the websites of such parties is not intended to imply that those parties have any affiliation with Spotzer. You agree not to use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of Spotzer.

### Section 4. Interruptions to Service

Spotzer reserves the right to modify or discontinue the Site or services provided by Spotzer ("Spotzer Services") with or without notice to you, subject to your rights under existing agreements executed by you and Spotzer. 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 that are owned and operated by 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

SPOTZER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER AND, IN PARTICULAR, SPOTZER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS SITE OR THE INFORMATION CONTAINED IN IT, OR THE SPOTZER SERVICES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SPOTZER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN SUCH JURISDICTIONS SUCH LIMITATIONS SHALL BE INAPPLICABLE WITHOUT PREJUDICE TO THE OTHER PROVISION OF THESE TERMS OF USE.

## Section 8. Indemnification

You agree to indemnify and hold Spotzer, its related companies, subsidiaries, affiliates, share-holders, 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 of Use, 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.

If you have questions regarding our Terms of Use, please contact Spotzer: Spotzer Media Group B.V. Legal Department De Lairesestraat 180 1075 HM Amsterdam

Mail: [legal@spotzer.com](mailto:legal@spotzer.com)

Spotzer will use commercially reasonable efforts to respond and resolve any problem or question.