

Terms of Use Media Evolution B.V.

Content creators offer a subscription service through Media Evolution's platforms. The viewers can subscribe on the platforms. The platforms are operated exclusively by content creators.

Article 1 Definitions

Content creator: a natural or legal person who creates content and then uploads it to his desired platform.

Content: audio (visual) material, such as films, series, trailers and photos.

Service: Media Evolution's subscription service allows Users to purchase content via various devices, after payment and exclusively for their own use.

User: The natural person who has subscribed to one of the or more content creators.

Parties: Media Evolution and User jointly.

Platform: the platform operated by the Content creator. The content creator is responsible for the content.

Profile: information about the User, such as first names, surname, date of birth and e-mail.

Customer service: help@mediaevolution.nl

Transaction: the joint decision of the Parties to enter into a legal relationship, whereby Media Evolution undertakes, with applicability of the provisions included in these Terms of Use, to provide access to certain Content against a compensation to be made by the User consisting of the payment of an amount to Media Evolution.

Media Evolution: the private company with limited liability, Media Evolution B.V., with its registered office at Weegschaalstraat 3, 5632CW Eindhoven. Chamber of Commerce: 71891870

Subscription to a Content creator: the subscription concluded on a platform of a content creator. The subscription gives User unlimited access to the uploaded content of the creator.

Conditions: the present Terms of Use, which apply to the (legal) relationship of the Parties.

Article 2 Creating an account

2.1 In order to use the Service, the User must take out a subscription with one of our platforms. Without a Subscription, the user can only view free videos released by the content creator.

2.2 Persons of 16 years and older can register, persons younger than 16 years old must have obtained permission from parent or guardian.

2.3 Users can manage their profile by logging into his or her account.

2.4 The user must specify his e-mail address when creating an account and choose a unique password. Each Transaction made from the Account is deemed to have been made by the User or with the approval of the User. Abuse and / or improper use of the Account or the password in combination with the username are at the expense and risk of the User. When creating the Account, Personal Data may be requested from the User.

2.5 User will keep his password and username strictly confidential and not to disclose it to third parties. Each Transaction made from the Account is deemed to have been made by the User or with the approval of the User. Abuse and / or improper use of the Account or the password in combination with the user name are at the expense and risk of the User, unless this use can be attributed to Media Evolution. 2.6 Media Evolution may have additional regulations and instructions with regard to, among other things, the use of the Service. These additional instructions and instructions are posted on the Website and may be changed from time to time. The User is obliged to comply with these additional instructions and instructions carefully.

2.7 The Privacy Statement of Media Evolution applies to the processing of personal data, as published on the Website. Media Evolution is responsible for the processing of personal data within the meaning of the Personal Data Protection Act.

2.8 With regard to the Service, the Media Authority is charged with supervising compliance with the Media Act 2008.

Article 3 Memberships

3.1 In order to use the Media Evolution Service, the User must subscribe to one or more platforms. Multiple subscriptions are required when users want to subscribe to multiple platforms. The price can vary per platform.

3.2 Each platform issued by Media Evolution has its own subscription service. This means that User can take out a subscription per platform. There are two types of subscriptions available.

a) Monthly membership: Unlimited access to the content of the relevant platform for a fixed amount per month. This membership is continued monthly until it is cancelled.

b) Annual membership: Unlimited access to the content of the relevant platform for a year. After the end of 365 days the membership is automatically stopped.

3.3 For the use of the monthly subscription, a fixed monthly fee is due (unless otherwise agreed, for example in the context of an introduction offer) which is stated on the Website. Media Evolution reserves the right to change the rates. Changes will be made by Media Evolution

3.4 The User can cancel the monthly subscription at any time. Cancellation of an annual membership is not possible. After termination, the User keeps access to the Subscription for the period for which the (monthly) reimbursement has been collected.

3.5 Subscription costs for the Subscription will be charged when the subscription is made and will be automatically debited every month thereafter, subject to cancellation, on the same day (or the next suitable working day, at the discretion of Media Evolution). User can also use the possibility to pay in advance for a certain period (longer than a month). Media Evolution reserves the right to change the time of charging the subscription costs, for example in the event that the subscription costs cannot be charged due to an insufficient bank balance.

3.6 By using a Media Evolution subscription, the User authorizes Media Evolution to debit monthly the subscription costs, at the then applicable rate, as well as other costs incurred by User in connection with the use of the Service, via the payment method selected by the User. (bank account, credit card or PayPal account)

3.7 Media Evolution is entitled to disable access to the Service (or any part thereof) with immediate effect and / or terminate the agreement with immediate effect if Media Evolution is unable to pay the amount due. reimbursement via the specified payment method, or if an already collected amount is reversed.

3.8 If Media Evolution is unable to collect the payment due via the specified payment method, any collection and collection costs will be at the expense of the User.

3.9 Media Evolution does not make any refunds or credits (for partially used periods).

3.10 Upon termination of a Media Evolution subscription all claims of the User against Media Evolution will lapse.

Article 4 Promotional games of chance (Giveaways)

4.1 Media Evolution and Content Creators can organize promotions for its subscribers. A giveaway will be organized per platform, not all published platforms are obliged to participate with a giveaway.

4.2 These giveaways are free of charge for the subscribers.

4.3 A (small) promotional game of chance will fully comply with the conditions of the Code of Conduct for promotional games of chance.

Article 5 The content

5.1 The available content varies per platform. Media Evolution and the Content Creator reserves the right to change the content offered without any longer knowledge.

5.2 Media Evolution and Content Creator have no obligation to publish new content. It may occur no new content will be made available for an unknown period of time.

Article 6 Use of the service and right of withdrawal user

6.1 A Transaction between User and Media Evolution is established as soon as the User has taken out a subscription / membership. The right to access the Content arises after Media Evolution has received payment for the subscription.

6.2 The User must declare that the User waives his right of dissolution to effect the Transaction. The User waives his right to dissolution as described in Book 6 Art.230p g BW Dutch law.

6.3 The User can download a copy of the Transcript through the subscribed platform.

6.4 The delivery of Content commences as soon as the payment has been received by Media Evolution.

6.5 The User is not permitted to distribute discriminating, racist and abusive material. User is able to distribute material through comments on content and his or her profile photo. The dissemination of the above results in immediate dissolution of the Transaction.

Article 7

User may not engage in or initiate criminal activities and/or unlawful activities on the websites. User is not allowed to:

- discriminate or place offensive comments;
- unpalatable language use;
- mentioning privacy-sensitive data that can be traced to a individual;
- inappropriate or annoying behaviour towards other users;
- behaviour that hinders the undisturbed perception of the user's part by others;
- pretending to be another person;
- placing commercial messages;
- unlawful acts under Dutch law (or the country you reside in) or inciting to commit unlawful acts.

Article 8

Media Evolution and the Content Creators reserve the right to edit or remove contributions that are (presumably) in conflict with the letter or spirit of these terms of Use. We can exclude participants who violate these Terms of Use from further use of the website (s).

Article 9 Prices, payment and conditions

9.1 All prices published by Media Evolution are in euros, including the applicable VAT rate in the Netherlands, unless stated otherwise.

9.2 Until a Transaction is complete, Media Evolution reserves the right to change prices for Content at any time. Media Evolution offers no price protection or refund in the event of a price reduction or promotional offer after the Transaction has been completed.

9.3 For each Transaction in which Media Evolution delivers a subscription, the User must pay and Media Evolution may, depending on the payment option chosen by the User, debit the amount of the Transaction, to his bank account or credit card.

9.4 The different payment methods can change. The most recent options are listed on the Website.

9.5 If the User defaults on any payment, for example when Media Evolution is unable to collect the outstanding amounts, Media Evolution, whether or not via third parties, is entitled to collect the relevant payments, increased by the statutory interest due thereon as well as the extrajudicial costs incurred and to be incurred. 9.6 User is only discharged of his

payment obligation if the amount due has been unconditionally received by Media Evolution.

9.7 Media Evolution makes use of the payment system of Mollie B.V. to process payments. Mollie B.V. is licensed as a payment service provider from De Nederlandsche Bank N.V. If a User selects PayPal as payment method, the User enters into a billing agreement with Media Evolution B.V., the handling party of Media Evolution.

Article 10 License

10.1 By subscribing to the Media Evolution Service, a Transaction between User and Media Evolution is established, after payment User with regard to the Content of a Content Creator a limited, non-exclusive, non-transferable, non-sublicense license to view the Content in accordance with the Terms and Use, exclusively in a domestic context (for personal and non-commercial use) on a Device.

10.2 All use of the Content other than as described in the agreement, including but not limited to any commercial or promotional use, is not permitted and is expressly reserved for the relevant holder of the rights to the Content.

10.3 Partly because Media Evolution is dependent on its Content creators for the provision of the Content and regardless of any other stipulations in these Terms and Use, Media Evolution reserves the right to change, suspend, or suspend all or part of the Content at any time. or remove it. Neither Media Evolution nor the Content Creators will be liable to the User or third parties when Media Evolution exercises that right. As far as possible, Media Evolution will inform the User in advance.

10.4 The User is explicitly not permitted to make the Content public, other than in a domestic circle, or to enable others to make public or to include, copy, reproduce and / or transfer the Content in any way whatsoever. to a third party.

10.5 Notwithstanding the provisions of the previous paragraphs of this article, the User is not permitted to publicly publish Content or allow others to publicly make the Content public in public places. Public places include at least: i) any publicly accessible space, ii) any space for which an admission fee is requested, iii) catering establishments, iv) common areas of hotels, hospitals, old people's homes, schools, offices, government institutions and student houses.

10.6 The User is obliged to always act in accordance with the Terms and with regard to the Content and the applicable statutory rules, including but not limited to rules regarding intellectual property. If it is found that the User acts in violation of the Terms and / or the applicable statutory rules, and / or makes Content public, multiplies, makes it available to third parties, and / or distributes, charges will be pressed and all costs and damage, including but not limited to immaterial and material damage, will be recovered from the User. User will also be excluded from any use of the Service.

Article 11 Intellectual and industrial property rights

11.1 All (intellectual property) rights that rest on or arise from (the contents of) (parts of) the Service and the Platforms - including but not limited to images, user interfaces, audio and video clips, the Content, editorial content and the scripts and software used to execute the Service - are owned by Media Evolution and the Content Creators. The User may not use the Service and the Website in any way, other than for the use of the Content in accordance

with these Terms of Use. No part of the Content may be reproduced in any form or by any means except as expressly permitted in these Terms.

11.2 Media Evolution declares that it has obtained the necessary permission from the entitled party to grant the User the content license described in Article 8.

11.3 It is explicitly not the intention that by means of a Transaction or otherwise intellectual property rights of Media Evolution or of Content Creators transfer to User. All Content requested by the User remains explicitly the property of Media Evolution or its Content Creators

11.4 The Content contains security features made by Media Evolution to protect the Content and to limit the use of the Content in accordance with the Terms. The User is therefore explicitly not allowed to: - copy, offer, distribute, sell, rent, transfer, transfer the Content and / or any part thereof and / or the computer file with which the Content is offered to User, to (sub) license, distribute, make available to third parties or grant third parties access to (parts of) the Content by supplying necessary data for this purpose; - de-compiling, copying, multiplying or modifying the file with which the Content is offered to User in order to come to the start specifications of the system and / or the design specifications, or otherwise to edit the file in such a way that a person-readable code arises; - to reproduce or "burn" the Content and / or the file with which the Content is offered to the User on a physical medium, such as, but not limited to CDs, DVDs, Blue-ray, USB sticks etc., or which other physical carriers to be developed in the future.

Article 12 Liability

12.1 Media Evolution does not claim responsibility to potential damages (including direct and indirect damage) which are in any way related to the use of the Service and Platforms or the unavailability thereof including but not limited to malfunctions, interruptions, incomplete information or errors, unless this is the result of intent or deliberate recklessness of Media Evolution. Media Evolution does not guarantee the playback of content from the User's equipment. In no event shall Content Creators of Media Evolution be liable for not being able to play the Content for any reason whatsoever.

12.2 Media Evolution cannot guarantee that the content complies with the content expectations that users have built up from marketing statements such as trailers, synopsis, etc. In no event shall Media Evolution and / or the Content Creators be liable for the fact that Content does not meet the content expectations regarding this Content.

12.3 Any offer from Media Evolution, including but not limited to the offered Content, through the Service, on its Website otherwise, is non-committal.

12.4 User is liable for damage suffered by Media Evolution and / or Content Creator as a result of the use of Content in violation of the provisions in these Terms of Use.

12.5 Media Evolution accepts no liability for shortcomings of third parties, including shortcomings of Mollie BV the party that processes the payments in connection with Transaction, unless in the selection of these third parties it is gross negligence on the part of Media Evolution.

Article 13 Force Majeure

13.1 Without prejudice to the other rights to which it is entitled, in the event of force majeure Media Evolution has the right, at its own discretion, to suspend the performance of the Service, or to dissolve the agreement containing the Transaction without judicial intervention, without Media Evolution being liable for any compensation, unless in the circumstances, this would be unacceptable by standards of reasonableness and fairness.

13.2 Force Majeure means any shortcoming which cannot be attributed to Media Evolution, because it is not due to its fault, nor under the law, a legal act or generally accepted for its account.

Article 14 Applicable law

14.1 These terms of Use are administered by and interpreted by Dutch law. These conditions do not limit the imperative legal consumer protection in your country. Any disputes will in the first instance be bound to the judge in Oost-Brabant, the Netherlands.