

# Terms and Conditions

date 27th of April 2018

This document regularly talks about "Account", which is a collective name for an Account within the services of Dvotion. If, for example, you have an Account on offorte.com, it automatically falls under the name "Account". With "Customer", "Customers", "User", "Users", "you" and "your" we mean you as User of the services of Dvotion. With "Dvotion", "Offorte", "Service", "we" and "us" we mean Dvotion B.V. located at the Bramentuin 28 in Teteringen, the Netherlands. Dvotion is registered with the Chamber of Commerce under number 20102594.

Offorte.com is a service of Dvotion BV. By using Offorte.com ("Service") and all services provided by Dvotion, you agree to the Terms and Conditions and User conditions of Dvotion.

Dvotion reserves the right to change the Terms and Conditions from time to time without prior notice. All new features, extensions or improvements to the current Service, including the introduction of new tools and resources, are subject to the General Terms and Conditions. Continued use of the Service after such changes will apply if you agree with the changes.

Violating one of the conditions below may result in the termination of your Account. You agree that Dvotion can not be held responsible for the content posted on the Service. You agree to use the Service at your own risk.

## Personal Data

Within the services of Dvotion, Users can record personal data and other company-sensitive data. To be able to comply with the General Data Protection Regulation (AVG), we record the following.

From a legal point of view, the User is legally responsible for the processing of this data. Dvotion is the processor and this provision regards Dvotion as the processor's agreement that must be concluded on the basis of the AVG. By agreeing to these Terms and Conditions you give Dvotion the assignment to process this personal data. Dvotion will only process this personal data after you have agreed.

You are responsible for recording the (personal) data and must comply with the legal requirements that apply. If you do not meet these requirements and are held liable by third parties, you indemnify Dvotion and indemnify Dvotion for any liability.

Dvotion does its utmost to protect the personal data mentioned and has taken organisational and technical measures for this. Dvotion and User both ensure that persons who have access to the data mentioned will keep this secret and will not share it with third parties. The only exception to this is that when this is due to legal regulations. In order to provide you with good support or to solve a software error, it is possible that Dvotion logs into your Account but this happens with your knowledge and your approval in advance.

## Account conditions

1. You must be 18 years of age or older to use this Service.
2. You must be a man. Subscriptions registered by "bots" or other automated methods are not allowed.
3. You must enter your legal full name, company name, valid e-mail address and any other details during the registration process.
4. Your login may only be used by a person - a single login shared by several people is not allowed.

5. You are responsible for maintaining the security of your Account and password. Dvotion can not and will not be held liable for loss or damage to your non-compliance with this obligation.
6. A person or legal entity can not have more than one free account or use the free trial once.
7. You may not use the Service for illegal or unauthorised purposes (including copyright violation).

### **Payment, Fee, Upgrade and Downgrade**

1. The subscription fee can be paid through the payment methods offered in the Service. No payment is required for a free subscription or trial period
2. When you sign up for a subscription and you do not renew the subscription after the trial period or period of use, your subscription will automatically be stopped and no costs will be charged.
3. If you purchase a subscription from the trial period, your trial period ends immediately.
4. The Service is invoiced in advance on a recurring basis and can not be refunded. There are no fees or credits for the use of a partial month or year with an open Account. To treat everyone equally, no exceptions are made.
5. All rates are exclusive of 21% VAT
6. With every subscription renewal you have to take care of payment in advance. If you do not pay on time then this is considered as a termination of your Account (see 2). Once your payment has been validated your Account will automatically become active again and your offers will be online again.
7. Downgrading your service may result in the loss of the content, functions or capabilities of your Account. Dvotion does not accept any liability for such loss.

### **Service changes and prices**

1. Dvotion reserves the right at any time and from time to time to change or discontinue the Service (or any part thereof), temporarily or permanently, with or without notice.
2. 30 days after our change notice the prices of all services, including the monthly costs of your subscription, are subject to change. This notice can be delivered at any time by posting the changes on the Dvotion site or the Service itself.
3. Dvotion is not liable to you or a third party for a change, price change, suspension or withdrawal of the Service.

### **Copyright and property**

1. All content posted on the Service must comply with the European Copyright Act.
2. We claim no intellectual property rights over the material you provide to the Service. Your profile and uploaded materials and content remain your property.
3. Dvotion has the right (but not the obligation) to refuse or remove contents on the Service in its sole discretion.
4. The look and feel of the Service is copyright Dvotion B.V .. All rights reserved. You may not duplicate, copy or reuse any part of the programming, HTML / CSS or visual design elements without the express written permission of Dvotion.

### **Conditions**

1. Your use of the Service is at your own risk. The Service is delivered on an "as is" basis.
2. Technical support is only provided to paid subscribers and is only available via e-mail and online on the website of the Service
3. You understand that Dvotion uses third-party suppliers and hosting partners to provide the necessary hardware, software, networks, storage and related technology required to run the Service.
4. You may not reproduce, duplicate, copy, sell, resell the Service, or any part thereof. The use of the Service or access to the Service may not be exploited without the explicit written permission of Dvotion.
5. We may, but have no obligation to, remove content from Accounts whose content is unlawful, abusive, threatening, defamatory, pornographic, obscene or otherwise offensive or contrary to intellectual property of any party or contrary to these Terms and Conditions.

6. Verbal, physical, written or other forms of abuse (including threats of abuse or retribution) of all Dvotion Customers, employees, suppliers or management will result in an immediate discontinuation of your Account.
7. You understand that the technical processing and transmission of the Service, including your content, may be transmitted over unencrypted connections, networks, software and computers
8. You are not allowed to send unsolicited e-mail, SMS, or other "spam" messages with your Account
9. You may not send worms or viruses or code of a destructive nature.
10. If your bandwidth usage is higher than agreed in the specifications of your subscription, or significantly higher than the average bandwidth (as determined by Dvotion only) of other Dvotion Customers, we reserve the right to immediately proceed to disable from your Account or reduce your bandwidth until your bandwidth usage is back to normal proportions.
12. Dvotion does not warrant that (i) the Service will meet your specific requirements, (ii) the Service is uninterrupted, timely, secure, or error-free; (iii) the results obtained from the use of the Service are accurate or are reliable, (iv) the quality of products, Service, information or other material purchased or obtained by you through the Service meet your expectations, and (v) any errors in the Service are corrected.
13. You expressly understand and accept that Dvotion is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, compensation for loss of profit, goodwill, use, data or other intangible losses (even if Dvotion is aware of the possibility of such damage) as a result of: (i) the use or inability to use the Service; (ii) the costs of purchasing replacement goods and services as a result of goods, data, information or services purchased or acquired or messages received or transactions entered into through or with the service, (iii) unauthorised access to or modification of your transmissions or data, (iv) statements or behaviour of third parties on the service, (v) or all other matters relating to the service.
14. The failure of Dvotion is no reason to deviate from the conditions as stated in the General Conditions or Terms of Use.
15. Questions about the conditions of the service should be sent to the support on [offorte.com](https://www.offorte.com).

## API

Customers may be able to access their Dvotion Account via an API (Application Program Interface) if available in the Service. Any use of the API, including the use of the API by a third-party product that has access to Dvotion, is bound by the terms of this agreement, plus the following specific conditions:

1. You expressly understand and accept that Dvotion is not liable for any direct, indirect, incidental, special, damage, including but not limited to, compensation for loss of profit, goodwill, use, data or other intangible losses (even if Dvotion is responsible for such damage) as a result of your use of the API or third party products that access through the API.
2. Abuse or extremely frequent visits to Dvotion via the API may result in temporary or permanent suspension of your Account access to the API. Dvotion will determine in its sole discretion what abuse or excessive use of the API. Dvotion will use a reasonable effort to warn you about suspension by e-mail.
3. Dvotion reserves the right to access the API or any part thereof with or without notice.