

Terms of service

The service "yisual" is offered over the internet in the form of Software-as-a-Service by the company yisual. The use of yisual is subject to the below terms and conditions. Using yisual constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by yisual.

Article 1. Use of the service

- 1.1 To use yisual, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.2 You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. yisual may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified yisual that someone else knows your password.

Article 2. Terms of use

- 2.1 It is not permitted to use yisual for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous, or racist, or to create profiles on yisual under the names of other people or to pretend to be another person, or a moderator/maintainer of yisual.
- 2.2 In particular it is not permitted to use yisual for the distribution of data in violation of applicable copyright law.
- 2.3 In addition, on yisual it is forbidden to
 - use indecent language;
 - publish information where it is unwanted (offtopic);
 - publish information that is pornographic or erotic (even if legal under applicable law);
 - publish information in violation of copyright or hyperlinks to such information;
 - assist others in violating third-party rights, for example by linking to hacking tools or tutorials for committing computer crime that are clearly written to carry out criminal acts (and not to defend against them);
 - violate the privacy of third party, for example by distributing their personal data without permission or clear need or the repeated harassment of third parties with unwanted communications;

- exercise commercial activities;

and to do anything that violates applicable netiquette.

- 2.4 Should yisual discover that you violate any of the above, or receive a complaint alleging the same, then yisual may intervene to end the violation.
- 2.5 If in the opinion of yisual the continued functioning of the computer systems or network of yisual or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, yisual may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.6 yisual is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.7 yisual may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless yisual from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

- 3.1 yisual uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2 yisual actively maintains yisual. In case maintenance is reasonably expected to negatively impact availability, yisual carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.
- 3.3 yisual may from time to time adapt yisual. Your feedback and suggestions are welcome but ultimately yisual decides which adaptations to carry out (or not).

Article 4. Intellectual property

- 4.1 The service yisual, the accompanying software and source code as well as all information and images on the website is the intellectual property of yisual. None of these items may be copied or used without prior written permission of yisual, except and to the extent permitted by mandatory law.
- 4.2 Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). yisual receives a license to use this information for the service and everything that goes with it, including advertisements for the service.
- 4.3 The license of the previous clause is perpetual and irrevocable. The license remains in force after termination of the agreement. In exceptional circumstances where a serious reason calls for it, yisual may decide to adapt or remove the information.
- 4.4 You may change or remove information you publish or store using the service at your own discretion.

- 4.5 If you send information to yisual, for example a bug report or suggestion for improvement, you grant yisual a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 4.6 yisual shall refrain from accessing data you store or transfer using yisual, unless this is necessary for a good provision of the service or yisual is forced to do so by law or order of competent authority. In these cases yisual shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

- 5.1 The use of certain functions of yisual is subject to fees. The functions in question will inform you of the fees. The fee is due every year and must be paid in advance.
- 5.2 Payment is possible via iDeal online payment, by creditcard, or as explained further on the website.
- 5.3 Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

- 6.1 Except in case of intentional misconduct or gross negligence the liability of yisual shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2 yisual in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3 Damages may only be claimed if reported in writing to yisual at most two months after discovery.
- 6.4 In case of force majeure yisual is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

- 7.1 This agreement enters into force as soon as you first use the service and then remains in force for a year.
- 7.2 After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of one month.

- 7.3 yisual is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event yisual shall first send a reminder mail to the e-mail address connected to your account.

Article 8. Changes to terms

- 8.1 yisual may change or add to these terms and conditions as well as any prices at any time.
- 8.2 If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of yisual after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

- 9.1 Dutch law applies to this agreement.
- 9.2 Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with yisual shall be brought before the competent Dutch court for the principal place of business of yisual.
- 9.3 For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the yisual service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4 The version of any communication of information as recorded by yisual shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6 yisual is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of yisual or the associated business activities.