



NETFIELD MEDIA S.L.

# Terms of use

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Reviewed by: Head of Operations / CEO

Classification: For public use

## CONTACT

[office@netfield-media.com](mailto:office@netfield-media.com)

## **I. General information**

- 1.** The website is maintained by the operator named in the imprint. The operator assumes legal responsibility for the content of the website. At the same time, he is the contact person for enquiries from users - in particular for questions regarding payments and services.
- 2** The operator does not guarantee the constant availability of the website. However, he will endeavour to ensure constant availability.
- 3.** The operator is in any case not responsible for external links. However, he will remove these immediately after becoming aware of any legal remove them as soon as possible.
- 4.** The website is designed for use with standard browsers. The optimum screen resolution is 1920 x 1080, the minimum screen resolution is 1024 x 600. Activated Java script is required. Furthermore, a DSL connection / fibre optic connection is required, especially for video offers and live chat. fibre optic connection is required.
- 5.** All content on the website is subject to the copyright of the operator and may not be used or published elsewhere without the express written authorisation of the operator. The content is DMCA protected.

## **II Registration of the user on the website**

- 1.** By registering on the website, these terms and conditions of use (NUB's) are recognised in full and without restriction.
- 2.** Only persons of legal age are permitted to register on the website.
- 3.** The username (alias) is freely selectable (insofar as not yet occupied).
- 4.** The password is freely selectable by the user during registration. This chosen password is confidential and may not be disclosed to third parties. be passed on to third parties.
- 5.** In particular, minors are not to be given or allowed access to the website in any form.
- 6.** The user may use the service from any end device (PC, mobile phone, tablet).
- 7.** By registering, the user is able to use the free offers on the website. This does not result in any costs or follow-up costs.

**8.** The operator of the website reserves the right to occasionally and at irregular intervals send registered users information about the operator's website by e-mail. These newsletters can be cancelled at any time, regardless of registration.

### **III Payment for chargeable services**

**1.** In order to use chargeable services (on-demand - e.g. picture galleries, videos, private cam chat) on the website, the required number of coins is required in the user account. the required number of coins on the user account. These can be purchased using online payment methods. External payment service payment service providers are also used for this purpose.

**2.** The user's intention to purchase coins is bindingly concluded by simply confirming the corresponding button after selecting the desired tariff depending on the selected payment method.

**3.** During the payment process until the final completion of the complete payment, the operator has assigned the claims to the respective payment service provider. This also applies to any debt collection that may be initiated, e.g. due to returned direct debits or non-redemption of payments.

**4.** No subscriptions or recurring, automatic payments are realised on the website. The user can top up his Coin account at any time via the top up their Coin account at any time using the payment methods offered.

**5.** The personal data provided to the payment service provider - in particular credit card and account information - will be stored and processed exclusively by the payment service provider in accordance with the statutory provisions.

**6.** The terms and conditions of the respective payment service provider apply with regard to payments.

**7.** In the event of a successful payment and immediate electronic notification by the payment service provider, the booked number of coins will be credited to the user account immediately.

**8.** A repayment of undisputed credit balances still in the user account is possible upon written request with deduction of a processing fee of €9.95. The operator may request verification from the user to secure third-party claims.

9. The user has no claim to be able to use a payment method once used in the future.

10. The purchased coins are credited to the user account immediately after the payment has been recognised and can be used immediately. Purchased coins are valid for 2 years.

#### **IV. Paid on-demand services on the website**

1. Various fee-based services are available to the registered user on the website (e.g. picture galleries, videos, private cam chat)

2. The user must acquire sufficient points credit (coins) to book a chargeable service (see point III).

3. By declaring the intention to book a chargeable service by a user, the user recognises these special conditions without restriction.

4. By confirming the booking, the user's account will immediately be debited with coins within the scope of his/her points balance. Furthermore, the booked service will be activated immediately, insofar as videos and images are concerned. The conditions stated under point V apply to the use of the chat. 5.

5. The booking confers an exclusive online right of use - there is expressly no right to download and the associated permanent offline usability. Should there be downloads after all, the right of use from point IV-8 applies.

6. Due to the immediate online provision of the booked service, any statutory cancellation provisions are ineffective.

7. Furthermore, the operator of the website assumes no warranty whatsoever of multimedia offers for a specific purpose or that the performance features offered will fulfil the individual requirements of the user.

8. The download articles offered are protected by copyright. The customer receives a simple usage licence for each download article purchased from the provider, unless otherwise stated in the respective article description on the website.

## **V. Chargeable chat services**

- 1.** The use of the private chat is provided according to the published times published times.
- 2.** The operator cannot guarantee these times.
- 3.** The coins required for the chat service must be purchased before the chat and are automatically deducted from the user account during the chat session. The user receives a constant overview of his current coin balance in the chat area.
- 4.** Coins are collected and booked in advance for the respective time unit. The number of coins stated on the cam chat page applies to the service used in each case and may vary depending on the time of day.
- 5.** If the transmission is interrupted, e.g. for technical reasons, the user must terminate the chat to avoid unjustified coin charges. Complaints in this regard are generally rejected!
- 6.** The user must behave in the chat area in such a way that he/she does not insult the performer with whom he/she is in dialogue, diminish her dignity or personality or insult or denigrate her in any other way. Any such behaviour by the user will be punished by immediate exclusion from the chat area.  
from the chat area.
- 7.** No promises are made to the user regarding the manner or content of the private chat. In particular, the content is determined solely by the player herself.
- 8.** The user is prohibited from making recordings of the private chat.
- 9.** Furthermore, no promises are made with regard to transmission quality.

## **VI Note on audio books**

We expressly point out that the audio books offered here do not claim to be either curative or therapeutic but are intended solely for entertainment and relaxation. Any other use is therefore prohibited.

Effectiveness is not guaranteed. If a recording is not effective for you, you are not entitled to a refund.

Please note: People with seizure disorders such as epilepsy, as well as those with asthma, severe diabetes, a weak circulation or a heart defect, should only listen to audiobooks after consulting their doctor! People suffering from psychosis must refrain from listening to our audiobooks altogether. If you are not sure whether you are suitable to listen to one of our audiobooks, please consult your doctor first. Never listen to our audiobooks under the influence of drugs or alcohol.

The use of our recordings is at your own risk. We accept no liability whatsoever for any psychological or physical problems that may arise.

## **VII Miscellaneous**

- 1.** The user acknowledges that he/she must expect legal consequences in the event of non-compliance with these terms of use.
- 2.** The use of the services of is at the user's own risk. In particular, the operator of the website is not liable for damages, including such damages that may arise from data loss due to the downloading or use of software, multimedia content or other content.
- 3.** Regardless of the legal grounds, the operator of the website is only liable for damages caused by wilful intent or gross negligence. The amount of liability is limited to the amount paid by the user for the service. Any further claims for damages, including for any consequential damages, are expressly excluded.
- 4.** The user is aware that connection data is stored for statistical purposes and, in the case of chargeable services, as proof of performance. Furthermore, cookies that are harmless from a security point of view are stored on the user's hard drive. None of the data stored by the operator will be passed on to third parties.
- 5.** Trademarks mentioned on the website are the property of the respective trademark owners.
- 6.** The law of the registered office of the operator of the website shall apply - the place of jurisdiction shall also be the registered office of the operator.



### **VIII. Cancellation policy for digital content**

The right of cancellation expires in the case of a contract for the delivery of digital content not on a physical data carrier if we have started to execute the contract after you have expressly agreed that we will start to execute the contract before the end of the cancellation period and you have confirmed your knowledge that you will lose your right of cancellation by giving your consent at the start of the execution of the contract. Cancellation is also not possible if you are unable to download or play the files. Please ensure that this is possible on your end device before purchasing.



## Copyright

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