

## **GENERAL TERMS OF USE**

### **Liveshow Service**

These General Terms of Use (hereinafter referred to as the "GTU") set out the terms and conditions of provision of Liveshow service (hereinafter called "the Service") offered by the site MykoCam at the following url: <http://www.mykocam.com> (hereinafter "the Site") and the conditions of use of the Service by any user wishing to access and / or use it (hereinafter "the User").

Any access and / or Use of the Site implies acceptance and compliance with all the terms of these Conditions and their unconditional acceptance. They are therefore a contract between the MykoCam and the User.

In case that the User does not wish to accept all or part of these GTU, he is asked to renounce any use of the Site and the Service. To access the Service offered by the IEAP, the User must be at least 18 years old, has to install the Notifier software if necessary, and complete the online registration form on the Site.

### **1. ACCEPTANCE OF TERMS OF USE**

The registration as the use of the Service assumes the full acceptance of the present GTU by the User.

By subscribing to the Service, the User declares to have read these GTU. Validating his registration, the User agrees without reservation to be bound by them and to comply fully and completely the terms.

In any event, the use of the Service by the User wins full acceptance of these Terms.

### **2. RESPONSIBILITIES**

The connection to the Site and the Service implies the knowledge and acceptance by the User of the characteristics and limitations of the Internet, particularly regarding the technical performance, the response time for consulting, the querying or transferring information, the risks of interruption and, more generally, the inherent risks in any connection and transmission on the Internet, the lack of protection of certain data against possible misuse and contamination by computer viruses circulating on the network.

As a result, MykoCam cannot under any circumstances be liable, but not necessarily limited to:

- The transmission and / or reception of any data and / or information on the Internet;
- Any malfunction of the Internet network preventing the proper functioning and / or operation of the Site and the Service;
- Of failure of any receiving equipment or communication lines;
- The loss of any mail and, more generally, the loss of any data;
- The functioning of any software;
- Consequences of any virus or bug, anomaly or technical failure;
- Any damage caused to a User's computer;
- From any technical, hardware or software of any kind, having damaged the computer system of a User.

MykoCam also cannot be held liable under any problems with the Internet connection causing failures in the administration, security, integrity or data management of a User's account.

The connection of any person on the Site and using the proposed Service is under their own responsibility. It belongs to every User to take all appropriate measures to protect its own data and / or software stored on their computer equipment against any damage. In addition, MykoCam would naturally have no liability for the difficulties or impossibilities of the Users to connect to the Internet.

The Site and the Service are in principle available 24 hours a day, 7 days a week, except interruption, planned or unplanned, for the purposes of its maintenance or in case of force majeure.

Any change of the Site and the Service may result in an update and / or temporary unavailability of the Site and the Service, which cannot in any way engage the responsibility of MykoCam.

Similarly, MykoCam reserves the right to discontinue or suspend the Site and / or Service at any time and without notice, without having to justify. In this case, the liability of MykoCam will not be liable in any manner whatsoever and the Users will not be entitled to any compensation of any kind.

### **3. COMMITMENTS AND CHARTER OF USER CONDUCT**

The User is and remains, at all times, the master of its use of the Service.

As a result, the User is encouraged to exercise discretion and caution with respect to information that he accesses and / or transmits through the use of the Service.

As a general rule, the User agrees not to violate laws and regulations in force.

The User shall refrain from:

- to disseminate information contrary to public order or morality;
- to divert the purpose of the Service in order to make propaganda or proselytism, prospecting or solicitation;
- to publish commercial information, advertising or propaganda for tobacco, alcohol or any other substance, product or regulated service component;
- to distribute content violating third party personality rights or having a character defamatory, abusive, obscene, pornographic, offensive, violent or inciting discrimination, political violence, racist, xenophobic, sexist or homophobic;
- to publish information in contravention of the legislation on the protection of personal data enabling the identification of individuals without their consent, including their last name, postal and/or electronic address, phone, picture, sound or audiovisual recording, or to collect and store personal information relating to other Users;
- to send any messages that contain software viruses or any other code, file or program especially designed to interrupt, destroy or limit the functionality of any software, computer or telecommunications tool;
- to harass in any way whether one or several other Users;
- to provide information linking to other sites (whether by the creation of hypertext links or by the mere provision of information) whose content would be likely to violate any law or regulation in force, and in particular would be likely to impair the rights of persons and property and / or intellectual property rights;
- to infringe intellectual property rights of third parties;
- to share links to websites, or any information that provides access to other sites (regardless of the site), either with other Users or with the models;
- to share any personal contact information regardless of the nature (in particular, and this list being restrictive, address email, telephone number(s), contact(s) of instant messaging type as msn, Skype, yahoo, or other, blog(s), website(s) staff(s)) ;
- to encourage the models not respect the rules of the Site (including to induce him to undress in public show or share their personal contact information);
- to record any information or content posted on the profile of the models (photos, descriptions, any videos, etc) or in their room (the models shows, public or private, video and chat), whether for personal use or not, in order to publish them on other sites or not.

Therefore, the User guarantees MykoCam against any claim, action and / or claim by third parties which could be subject and it undertakes, as such, to its exclusive responsibility all sums, damages, costs, attorney's fees and costs to which MykoCam could be sentenced, without prejudice to compensation for its own damage.

The non-compliance with these GTU may result depending on the seriousness of the alleged breach, and at the sole discretion of MykoCam, without notice or compensation, a warning or suspension of access of the User to all or part of the Service, even the termination of User's access to the Service (with, if necessary, the closure of its User account), and this, without prejudice to all other actions of common law that could be opened to MykoCam.

In addition, in the event of termination of the User's access to the Service (including, where applicable, the closure of its User's account) for non-compliance with the terms of this Article 3 of the GTU, the User shall not claim a refund of the chips that were not spent.

#### **4. INTELLECTUAL PROPERTY**

Hereby GTU no dot carry away no transfer of intellectual property rights whatsoever, on the Service, the Site and the software belonging to MykoCam, for the benefit of the User.

The User acknowledges and agrees that the content (including data, databases, software, page layout, graphic, pictures, video, soundtracks, information, illustrations, logos, brands, etc.) which appear or are available on the Site and / or the Service are protected by copyrights, trademarks, patents, producers of database or any other rights recognized by the legislation in force. Therefore, any copy, reproduction, representation, adaptation, alteration, modification, distribution, full or partial, information which appear or are available on the Site and / or the Service, whether it's the content belonging to MykoCam, a third party or

even the content and information belonging to a model, without prior authorization, is prohibited.

## **5. USER CONDUCT, MODERATION AND FRIENDLINESS**

The User assumes full responsibility for its account, for every content he sends and must respect the spirit and the letter of the Article 3 of the present GTU.

To ensure the quality of its Service, MykoCam ensures a moderation of its Service based on the present GTU. This moderation may be implemented a priori, in real time, or afterwards. Under this moderation activity and to prevent or check the possible breach of Article 3 of the present GTU, the information provided by the Users and their exchanges may be monitored, corrected or erased.

## **6. FEATURES OF THE SERVICE**

The Service offered on this Site can offer to the User free and/or paid features.

The main feature of the Service is broadcasting webcam shows live (Liveshow).

The descriptions of the secondary features of the Service, as types of webcam shows, prices for access to the Service, etc., are detailed on the Site as well as any Specific Terms of Use or "STU" which must be essential for the User (see article 10 below).

In any case, these GTU shall apply similarly, whether these features are free or paid.

## **7. ACCESS TO THE PAID FEATURES OF THE SERVICE**

The use of paid features of the Service assumes that the User has coins.

The price and terms of payment of various paying features of the Service are constantly detailed on the website, so that the User could necessarily take knowledge prior to any acquisition.

The prices of access to the Service are always indicated in Euros VAT (Value-Added Taxes).

MykoCam offers to the User the possibility to purchase packs of coins, without purchasing a subscription.

When purchasing these packs of coins, the User receives coins that he can then use to access some features of the Service.

The price and quantity of coins specific to each pack offered by the Site, as well as any Specific Terms of Use (or "STU"), are then displayed on the Site page dedicated to the payment of the pack.

The regulation of the price of (a) pack(s) of ordered coin(s) by the User is made when ordering through a secure payment system.

If the User decides to close his account, he can claim a refund of his remaining coins to the support.

However, according to the last paragraph of Article 3 of these GTU, the ability to claim a refund is excluded if the closure of the User's account on MykoCam emanates from non-compliance, by the User, of the terms of Article 3 of these GTU.

## **8. RIGHT OF WITHDRAWAL**

In accordance with Article 47 §1 of the Belgian Law on market practices and the consumer protection (LPMC), the User is informed that he has a period of 14 calendar days to renounce his membership to the Service, without penalty and without cause.

However, in accordance with article 47, §4, 1° of the Belgian Law on market practices and the protection of the consumer (LPMC), the right of withdrawal cannot be exercised once the User began to use the Service before the end of the cooling-off period referred to above.

## **9. SCOPE, MODIFICATION AND CONSULTATION OF GTU**

The present GTU constitute a contract between MykoCam and the Users of the Site and/or the Service and constitute the entire

rights and obligations of MykoCam and the User.

In order to adapt to the regular changes of the Site and / or the Service, MykoCam reserves the right to modify, unilaterally and without notice, these GTU.

The amended GTU will apply upon their posting. As a result, the applicable provisions will be those of the most recent GTU available free of charge and at any time on the Site.

In any event, the continued use of the Site and the Service will be worth full acceptance by the User of these changes.

## **10. EXISTENCE OF SPECIAL USE CONDITIONS**

Some features of the Service may involve that the User must accept and comply with special conditions, a license of use or a charter of use (hereafter designated the "Special Terms of Use" or "STU") available on the pages of the Site dedicated to these features.

Unless otherwise indicated, these STU will apply cumulatively with the present GTU.

However, in the event of any conflict with the present GTU, are the STU that will prevail.

## **11. PRIVACY PROTECTION AND USERS PERSONAL DATA**

In accordance with the national and international provisions, that include the Belgian law of December 8, 1992, on the protection of privacy toward the processing of personal data, amended by the law of December 11, 1998, people who were connected to the Site, have answered the questions of registration to access the Site and the Service, have a right of opposition, access and rectification of personal data. As a result, any User has the right to require to be rectified, completed, clarified, updated or deleted, the personal information that would be inaccurate, incomplete or outdated.

This right of access is exercised directly from MykoCam.

## **12. NO WAIVER**

The fact that for MykoCam to not rely on a failure or a breach by the User to any of its contractual or legal obligations cannot be interpreted as a waiver of this failure or default.

The fact that MykoCam does not rely on any provision of the present GTU shall not imply any waiver of the benefit of the said provision.

## **13. EVIDENCE, PRESERVATION AND STORAGE**

The records stored in computer systems of MykoCam under reasonable conditions of security, will be considered as proof of communications between the User and MykoCam.

The storage of these GTU accepted by the User is carried out on a reliable and sustainable support to correspond to a faithful and long-lasting copy. In the event of a conflict between the records of MykoCam and any written document or electronic file of the User, it is expressly agreed that the computerized records of MykoCam will prevail on the User's documents and will be only admitted as evidence.

## **14. ADDITIONAL INFORMATION**

For any question relating to these GTU, or Service in a general way, the User is encouraged to contact the MykoCam at the following email address: [support@mykocam.com](mailto:support@mykocam.com)

## **15. APPLICABLE LAW / AMICABLE SETTLEMENT OF DISPUTES / JURISDICTION**

These GTU shall be subject to the provisions of the Belgian law.

Any dispute arising from the interpretation or execution of these GTU, an amicable solution will be sought as a priority.

In the absence of amicable agreement between the User and MykoCam, the grant of jurisdiction is given to the competent Courts of Brussels, notwithstanding plurality of defendants and / or warranty call, even for emergency procedures or conservatory

procedures for an interim measures of protection or by application.

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