

QOSMO Terms of Use



AGREEMENT BETWEEN USER AND QOSMO.

The network of Web Sites (collectively, the "QOSMO Web Sites") operated by Qosmo or its affiliates or subsidiaries, is comprised of various Web sites and Web pages. Your use of the QOSMO Web Sites constitutes your agreement to all such terms, conditions, and notices. The QOSMO Web Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of a particular QOSMO website included within the QOSMO Web Sites network may also be subject to additional terms outlined elsewhere on that website (the "Additional Terms"). Additionally, the QOSMO Web Sites may contain additional terms that govern particular features or offers. In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular QOSMO website, then these terms are leading.

READ THE TERMS OF USE, PRIVACY STATEMENT, DISCLAIMER AND SPAM POLICY CAREFULLY BEFORE USING THIS WEBSITE.

(this "Site"). By accessing or using this Site, you agree to these terms of use, conditions and all applicable laws. If you do not agree to these terms you may not use this Site.

MODIFICATION OF THESE TERMS OF USE.

QOSMO reserves the right to change the terms, conditions, and notices under which the QOSMO Web Sites are offered, including but not limited to the charges associated with the use of the QOSMO Web Sites. You as the visitor are responsible for regularly reviewing these terms and conditions.

USE OF SITE. PERSONAL AND NON-COMMERCIAL USE LIMITATION.

Unless otherwise specified, the QOSMO Web Sites are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the QOSMO Web Sites. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, electronically copy, download and print hard copy portions of the material from the different areas of the Site solely for your own noncommercial use, or to place an order with QOSMO or to purchase QOSMO products or partner products. Any other use of materials on this Site, including but not limited to the modification, reproduction, distribution, republication, display or transmission of the content of this Site, without prior written permission of QOSMO is strictly prohibited.

Harassment in any manner or form on the Site or any of the QOSMO Websites, including via e-mail and chat or by obscene or abusive language is strictly forbidden. Impersonation of others, including a QOSMO employee, host, or representative or other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization, other than Qosmo.

COPYRIGHTS AND TRADEMARKS.

The entire content included in this Site, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the Dutch and other copyright laws, and is the property of QOSMO. ALL RIGHTS RESERVED. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to Qosmo, or other respective owners that have granted QOSMO the right and license to use such Marks, or third party companies that Qosmo is promoting on this Site.

NOTICES AND PROCEDURES FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

QOSMO respects the intellectual property of others, and we ask our users and visitors to do the same. QOSMO will process and investigate notices of alleged infringement and will take appropriate actions. Upon receipt of claims or notices, QOSMO will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide QOSMO the following information. Please be advised that to be effective, the Notification must include ALL of the following:

- 1.a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- 2.a description of the copyrighted work that you claim has been infringed;
- 3.a description of where the material that you claim is infringing is located on the Site;



4. your address, telephone number, and email address and all other information reasonably sufficient to permit QOSMO to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

By email: management[at]iqosmo.com (Please include "Notice of Infringement" in the subject line.)

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING QOSMO THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

TYPOGRAPHICAL ERRORS.

In the event a QOSMO product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, QOSMO shall have the right to refuse or cancel any orders placed for product or service listed at the incorrect price. QOSMO shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your account charged. If your account has already been charged for the purchase and your order is canceled, QOSMO shall issue a credit to your account in the amount of the incorrect price.

TERMS of TERMINATION.

These terms and conditions are applicable to you upon your accessing the Site and/or completing the registration or shopping process. These terms and conditions, or any of them, may be modified or terminated by QOSMO without notice at any time for any reason.

USER PARTICIPATION.

QOSMO does not and cannot review all communications and materials posted to or created by users accessing the Site and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user generated content on the Site, QOSMO is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, QOSMO reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) violates any law or regulation or (e) offensive or otherwise unacceptable to QOSMO at its sole discretion. Note that any personally identifiable information you may post or transmit will be treated by Qosmo in accordance with Qosmo's Privacy Statement.

USER SUBMISSIONS.

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Statement, any material, information or other communication you transmit, upload or post to this Site ("Communications") will be considered non-confidential and non-proprietary. QOSMO will have no obligations with respect to the Communications. QOSMO and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes, as long as this action is allowed by governing law.

USER CHAT ROOMS.

QOSMO may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. QOSMO, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, trademarks, libel, privacy, obscenity, or otherwise.

THIRD-PARTY LINKS.

In an attempt to provide increased value to our visitors, this Site may contain links to other sites on the Internet that are owned and operated by third party vendors and other third parties (the "External Sites"). However, even if the third party is affiliated with QOSMO, QOSMO has no control over these linked sites, all of which have separate privacy and data collection practices,



independent of QOSMO. QOSMO has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such web sites. These linked sites are only for your convenience and therefore you access them at your own risk. Links do not imply that QOSMO sponsors, endorses, is affiliated with or associated with, or has been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such External Sites. Nonetheless, QOSMO seeks to protect the integrity of its Site and the links placed upon it and therefore requests any feedback on not only its own Site, but for sites it links to as well (including if a specific link does not work). You should contact the Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

CLAIMS.

Each claim or statement about the effectiveness of QOSMO products and/or each claim or statement comparing the effectiveness of QOSMO products to the effectiveness of other products is expressly limited to the governing law in The Netherlands, unless otherwise disclosed on the Site.

APPLICABLE LAWS.

Your use of this Site shall be governed in all respects by the laws of The Netherlands. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site (including but not limited to the purchase of QOSMO products) shall be in Amsterdam, The Netherlands. Any cause of action or claim you may have with respect to the Site (including but not limited to the purchase of QOSMO products) must be commenced within one (1) year after the claim or cause of action arises. QOSMO's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. QOSMO may assign its rights and duties under this Agreement to any party at any time without notice to you. QOSMO makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Site from outside The Netherlands do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of Netherlands' export laws and regulations. Any claim relating to the materials shall be governed by the internal substantive laws of The Netherlands.

GENERAL.

QOSMO may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

Last updated: 24 maart 2010. Copyright 2008 QOSMO. All rights reserved.