

# TERMS OF USE VAN OS IMPORTS' WEB SHOP

## A. These terms of use, uses the following definitions:

1. Webpage: Van Os Imports' web shop, [www.vanosimports.nl](http://www.vanosimports.nl);
2. Publisher: Van Os Imports B.V.
3. To use: to log in, ask for, load, watch, view, listen, read, fill in, adjust, send, (temporarily) copy, save, send to a third party, spread, act in a legal manner or to make use of our services and web shop in any other matter;
4. You: The user of our web shop, private person or (representative of) a corporation or other legal entity;

## B. In general

1. This document and the documents that are referred to, combined, make up the terms at which you may make use of the Webpage as a guest or as a registered user. Read these Terms of Use closely before making use of our webpage.
2. By making use of our webpage, you expressly declare that these terms of use are agreed upon and you will act in accordance with these terms.

## C. Access

1. Access to the webpage is given on a temporary basis en the Publisher retains every right to adjust or withdraw the services that are offered on the webpage, as well as to adjust or withdraw any product shown on the webpage (including relevant details and prices), without any notice.
2. The publisher is not liable or accountable, for whatever reason, if the webpage isn't available for any reason at any time or for any period.
3. Access to certain parts of the webpage, or the entire webpage, can be restricted to be used only by users that are registered with the publisher.
4. If you choose or receive a user ID, password or any other part of information, you are to treat such information confidentially and are not allowed to reveal that information to any third party. The publisher has the explicitly and discretionary right, to deny use or deny access to any user ID and password.
5. You are responsible for ensuring that people who have access to the webpage via your internet-connection, also comply with these terms.

## D. Third party material

1. Comments, items or any other outings or material left by third parties on the webpage, are not meant to contribute to any advise for purchase.
2. The publisher is not responsible for any such comments, items, material or outings by third parties and publisher can expressly not be held liable or accountable for any such comments or outings.

## E. Uploading material to the webpage

1. If you upload any material to the webpage, such as a review or if you influence the webpage in any other way, you guarantee that such material is in accordance with these terms of use and waive the publisher for any liability with regards to such material.
2. Publisher has the discretionary right to remove any material or posts from the webpage.
3. All the material you upload to the webpage shall be regarded as non-confidential and free from any intellectual property rights en you hereby explicitly grant the publisher the right to copy, distribute and publish these, to any third parties, for whatever purpose. Publisher is also given the right to reveal your identity to any third party that claims that your material is a breach of their intellectual property law or invades their privacy rights, in accordance with the Privacy Statement.

#### F. Illegal Use

1. You are only allowed to use the webpage for non-illegal purposes, and in accordance with the law.
2. The webpage in any case not be used for the following purposes, (not limited to this list):
  - In a way that is in violation of local, national or international right, or guidelines or any other manner which is illegal and/or fraudulent, or to achieve a illegal and/or fraudulent goal or effect;
  - To send or receive material, to upload or download, to use and re-use in a manner that is not compliant with the content as set out below under G;
  - To transfer unauthorized and unasked for advertisements, to solicit or recruit, to send any promotional material of whatever sort, and/or any other form of advertising, soliciting and/or recruiting;
  - To wilfully send or upload data which contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other damaging software or computer code, designed to damage the webpage or its hardware, or to influence the control of any computer or webpage.

#### G. Content

1. Any content from you should be:
  - accurate (if they represent facts);
  - in accordance with Dutch law or the applicable law of the country from which the content is placed;
2. Any content from you is not allowed to:
  - be obscene, insulting or hateful;
  - encourage violence
  - be discriminatory in any way or encourage discrimination, especially with regards to race, sex, religion, nationality, handicap, sexual preference or age;
  - be in violation of intellectual property laws, database rights, or trademarks;
  - (be meant to) mislead people;
  - be made in violation of legal obligations towards any third party, like a contractual obligation or an obligation based on trust;
  - encourage illegal activities;
  - be threatening, in violation of privacy rights, be of nuisance or cause unnecessary worries;

- contain material which imitates persons, or which causes a misinterpretation of your identity or your connections to any other person;
- contain material or be in such a way, that the impression is given that the content originated from the publisher;

#### H. Virusses, hacking and other violations

1. You are not allowed misuse the webpage or wilfully introduce to the webpage any viruses, Trojan horses, worms, logic bombs or any other malicious or (technologically) damaging material.
2. You are not allowed to attempt to gain unauthorized access to the webpage, the server which stores and/or hosts the webpage or any other server, computer or database connected to the webpage.
3. You are not allowed to attack the webpage via a Denial-of-Service attack, or a distributed Denial-of-Service attack.
4. By violating the aforementioned, you commit a criminal offence which is punishable by law. Such offence will be reported to the relevant legal authorities and your right to use the webpage will be denied immediately.

#### I. (Hyper)link to our webpage

1. You are allowed to post links to our webpage, if those links are fair and legal and do not damage the publisher's reputation in any way.
2. You are not allowed to insinuate any cooperation or approval of the publisher, if such does not exists.