

## **Terms and conditions for users VBO / YMK**

VideoBankOnline, hereinafter referred to as VBO, also acting under the trade name Your Media Kit, hereinafter referred to as YMK

Terms for Users

### 1 Definitions

'Service' means the service provided by VBO / YMK, which allows users to download video content and / or photo content and / or related content online, which is available online at [www.videobankonline.nl](http://www.videobankonline.nl) and [www.videobankonline.com](http://www.videobankonline.com), [www.yourmediakit.com](http://www.yourmediakit.com), [yourmediakit.nl](http://yourmediakit.nl) and subdomains of these domain names, hereinafter referred to as the Website;

'VBO' means VideoBankOnline VOF located at Gedempt Hamerkanaal 121, 1021 KP in Amsterdam, The Netherlands.

'YMK' means Your Media Kit, a registered trademark of VBO

'Content' means the video material, footage and related content in the database on the VBO / YMK website.

'Provider' means the natural or legal person who delivers content to VBO / YMK content for the purpose of making this content available through the VBO / YMK website for its own organization or third parties;

'User' means the natural or legal person registered via the Website as a user of VBO / YMK and who has access to the database with video and photo content on the Website;

'Terms' means these Terms of Use;

'Website' means the websites of VBO / YMK as described above

### 2. These Terms

These Terms and Conditions apply to any use of the Service by User. By using the Service, in any manner, User agrees to be bound by these Terms. VBO / YMK has the right to change these Terms at any time. The amended Terms and Conditions will take effect from the time the changed document has been placed on the Website. VBO / YMK and/or Content Provider determines whether a natural or legal person is registered as a user and for which purposes content may be used.

### 3. Account, personal information and privacy

3.1 To use the Service, User must request an account from VBO / YMK VBO / YMK or license holders. After VBO / YMK user acceptance, VBO / YMK will provide username and password. The login information is strictly personal and may not be disclosed to third parties.

3.2 The Privacy Statement, found on the Website, indicates what information VBO / YMK requires from User to create an account and how VBO / YMK deals with User privacy. User data is not provided to third parties without user permission.

#### 4. License

4.1 VBO / YMK provided to User, equal User of VBO / YMK accepts, a non-exclusive, non-transferable sublicense to use the content under the terms set forth in these Terms.

4.2 User has the right to:

- Use content in news releases and / or on television or the Internet exclusively in those television programs and / or on those websites for which VBO / YMK has given permission at the User Registration; And / or for other purposes which have been agreed with the provider of the relevant content.

4.3 Use of content is not permitted, among other things:

- in advertisements including, but not limited to, broadcasts on television, the Internet or in private meetings, unless otherwise agreed with the provider of the relevant content.

- for reuse for commercial purposes, in any form, unless otherwise agreed with the provider of the relevant content.

- Use other than the use referred to in Article 4.2.

4.4 User explicitly does not have the right to transfer or license the sublicense.

#### 5. Intellectual Property Rights

5.1 User acknowledges that there may be third party rights to the use of content and / or content contained therein. To the extent necessary, User is responsible for obtaining permission from these third parties if this permission is required for reproduction and / or disclosure of content.

#### 6. Warranty, Liability and Indemnity

6.1 VBO / YMK is not liable for any damage that may result from the misuse of credential by third parties, except in case of intent or gross negligence on behalf of VBO / YMK.

6.2 VBO / YMK is not liable for any damage, including material and intangible damage (such as fraud and property damage) that may result from infringement of (intellectual property) third party rights by reproducing or disclosing content by User, including but not limited to , copyright and/or portrait rights.

6.3 VBO / YMK is not liable for any damage, including material and intangible damage (such as damage to property and property damage), which may result from damage to computer systems by using content.

6.4 User warrants that the personal information provided for registration is accurate and complete and indemnifies VBO / YMK for any damage, including material and intangible damage (such as fraud and property damage) that may result from the incorrect or incomplete data.

6.5 VBO / YMK aims to keep (all parts of) the Website constantly accessible, but it can not guarantee that this Website is accessible under all circumstances and at all times (in its entirety) so that VBO / YMK is not liable Accepts for the consequences of not being able to visit (in time) or not being able to consult (completely) the website.

6.6 VBO / YMK does not affect the (tele- or datacommunication) resources and / or the (computer) systems through which access to the Website is sought or obtained so that VBO / YMK accepts no liability for the consequences of any malfunctions that occur when visiting or consulting this website or when downloading content from this website.

6.7 VBO / YMK aims to keep this website as free as possible from any harmful elements (viruses) for the operation of computer equipment or software, but it can not guarantee that the website is completely free of such elements, so that VBO / YMK does not accept liability for the consequences of calling or consulting (parts of) the website for the operation of computer equipment or software.

## 7. Termination

7.1 VBO / YMK is entitled at any time to cancel a User Account.

7.2 VBO / YMK is entitled at any time to withdraw specific sublicenses. User will discontinue and discontinue duplication and disclosure of content immediately after written notice, and destroy or remove all duplicates of content.

## 8. Applicable Law and Disputes

8.1 These Terms and Conditions are subject to Dutch law only. All disputes arising out of or relating to these Terms will only be submitted to the competent Dutch court.

## 9. General

9.1. If any provision of these Terms is deemed to be void, invalid or otherwise not applicable for any reason whatsoever, this will in no way affect the applicability or legality of the other provisions of these Terms. VBO / YMK will decide on a new provision, which approximates the old content and extent as far as possible, without being void, invalid or otherwise not applicable.

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