

Go2Gay Conditions for use

1. **Acceptance of the conditions**

Go2 Websolutions BV is placing the Go2Gay at your disposal under the following conditions for use. These conditions are subject to revision without prior notice. The most recent version of the conditions applies to the use of this service. This most recent version of the conditions can be found at <http://www.Go2Gay.com/>. Conditions may be revised based on changes in regulations or guidelines that apply to similar services in terms of both their use and the delivery of the service. By using this service you are agreeing to these conditions. If you object to these applicable conditions, or part or parts thereof, or to the applicable guidelines, we request that you terminate this session and refrain from further use of this service.

2. **Right of use**

You agree that you are only being granted the right of use to visit the site, view the contents and print out available information for your own personal use. Duplicating or downloading material or attempting in any other way to acquire ownership to said material, publishing it, or using it for any other goal than that of your own personal use is not allowed.

It is permissible to file a request for revision with regard to a displayed object, to place an opinion (review) at a displayed object, to place an event or register a new object, under conditions as delineated hereinafter. You are not permitted to use the revision and registration options offered by the service for any purpose other than that for which they are intended.

3. **Content**

All messages (postings) placed on, via or in association with Go2Gay are solely for the responsibility of the person from which said messages (postings) originate. The person effecting such postings is and remains fully liable for all content that becomes available through his or her posting on go2Gay. Go2 Websolutions BV cannot be held responsible or liable for content that becomes available in this manner via the service and through its use, including in such case as said content may be insulting, improper, incorrect, misleading or otherwise objectionable. Go2 Websolutions BV rejects all liability for the correctness, completeness or authenticity of the information and for any consequential loss resulting from publication of a message (posting). Neither can Go2 Websolutions BV be held responsible or liable for content that becomes available by way of the links placed at the service. Go2 Websolutions BV rejects all liability for the correctness thereof, the completeness, or the authenticity of information and for consequential damage resulting from the use of these links. Clicking to other websites is entirely at the user's own risk. Go2Gay attempts to check incoming messages (postings) for correctness as far as possible. You agree that Go2Gay has the right to check incoming messages (postings) and that it has the right (but not the obligation) to refuse incoming messages (postings) at its own discretion, to remove them or to refrain from displaying parts of their content if they are injurious, insulting, racist or the like or are consciously intended to harm persons or organisations. Go2Gay also reserves the right to refrain from publishing objects if it has not been (sufficiently) demonstrated that the relevant object is gay/gay friendly.

4. **Privacy policy**

Go2 Websolutions BV maintains a privacy policy that contains information regarding how personal information is collected and used within go2Gay. You can find this on <http://www.Go2Gay.com/>. By making use of the Go2 Websolutions BV services, offered via www.go2gay.com and via the go2Gay app on the iPhone, you agree with our privacy policy.

5. **Behavioural code**

You will place no messages, write any reviews, send any emails or any other communications that:

- a. Are unlawful, harmful, threatening, insulting, hurtful or defaming or that infringe upon another person's privacy, or that in any other manner cause harm to persons or organisations;
- b. Are harassing, offensive, intimidating or hateful toward an individual or a group of persons based on their religion, sex, sexual orientation, race, ethnic background, age or disability;
- c. Provide personal or identifying information about another person without the specific permission of that person;

- d. Contain incorrect, threatening, misleading or other information intended to harm persons or organisations or to promote your own organisations by means of these activities;
- e. Involve patent, trademark, trade secret, copyright or other proprietary rights of any party that has/have not authorised to provide us with that information;
- f. May be construed as unwanted commercial expression, spam, promotion of your own services, invitations to chat or otherwise, on behalf of services for which the service was not established and/or is not intended;
- g. Contain links to commercial services or websites other than authorised or intended within the context of go2Gay service;
- h. Contain software viruses or other computer code, files or programs intended to interrupt, destroy or compromise the functionality of computer software, hardware or telecommunication equipment;
- i. Disrupt the normal flow of dialogue through an extraordinary number of messages to the Service, or that otherwise has a negative effect on the possibilities for users to use the service;
- j. Contain misleading email addresses, falsified headers or otherwise manipulated information that disguises the identity of the sender.

Additionally you agree to:

- k. Refrain from maintaining any contact if such contact is not (any longer) wanted;
- l. Refrain from stalking or otherwise bothering others;
- m. Refrain from collecting any data from the service for commercial or unlawful purposes;
- n. Refrain from using automated tools including spiders, robots, crawlers, datamining tools or otherwise in order to download data from the go2Gay database. An exception to this is made for internet search engines that legally serve internet users, such as Google and Yahoo;
- o. Refrain from sending messages (postings) with irrelevant content and refrain from sending messages (postings) with repetitive or similar content or otherwise that unreasonably or disproportionately overload the service;
- p. Refrain from making any efforts to acquire unauthorised access to the computer systems of the service or to develop activities directed at disrupting or undermining the functioning of the service.

6. 'No spam' policy

You agree that, according to these conditions, sending unsolicited email advertising to email addresses obtained via the service or otherwise from the Go2Gay computer systems is specifically forbidden. The use of Go2Gay computer systems for this goal or any other unauthorised goal is a violation of these conditions.

Violation of these conditions may lead to civil or criminal sanctions.

7. Limitations of service

You are aware that Go2 Websolutions BV may limit, change or terminate the use of its services.

You are aware that the period during which the content, including objects, reviews, events and other content is displayed or stored can be changed by the service.

You accept that Go2 Websolutions BV assumes no responsibility or liability for the display or removal of objects, reviews, events or any other content within the service offered.

You accept that Go2 Websolutions BV has the right to change or stop the service or parts of it at any time without any prior notice, and that Go2 Websolutions BV is not liable toward you or any other party for a change, suspension or withdrawal of the service.

8. Termination of access to the service

You agree that Go2 Websolutions BV has the right (but not the obligation), according to its own judgment, to terminate your access to the service, deactivate your account, block your email or IP address, or in some other way terminate your access to the service (or parts thereof) without prior notice should Go2 Websolutions BV feel that you are acting, or have acted, contrarily to the letter and the spirit of the Conditions. You also agree that Go2 Websolutions BV is not liable toward you or any other party for the termination of your access to the service. You further agree that you shall not approach or use the service after said termination.

9. Ownership rights

You acknowledge and agree that the service and the software used in association therewith contain confidential information that is protected by intellectual ownership rights. You also agree that the content of sponsored advertisements or information that you acquire via the Service or advertisers is protected by copyright, trademark, patent or other ownership rights and laws.

You declare that you agree with this, and declare that you shall refrain from violating said ownership rights and respect the rights of the service and others involved in the service.

10. Rejection of liability

You agree that the use of the Go2 Websolutions BV services, including the go2Gay site and the go2gay App, is entirely at your own risk. The services are offered on an 'if available' basis without guarantees of any nature whatsoever. All specific and implicit guarantees including, without limitation, guarantees of marketability, suitability for a certain goal, and non-violation of ownership rights are specifically rejected insofar as allowed by law. Insofar as this is permitted by law, Go2 Websolutions BV rejects all guarantees with regard to the safety, reliability, time lines, accuracy and performance of the Go2Gay site and go2Gay services. Insofar as permitted by law, Go2 Websolutions BV rejects all guarantees for other services or goods received via or advertised on the Go2Gay site or the go2Gay app, or access via a link at the go2Gay site. All material downloaded or otherwise acquired through the user of the service is for your own risk and your own responsibility. Possible damage to your computer system or loss of data that derives from the downloading of such material is at your own responsibility.

11. Limitation of liability

You agree that Go2 Websolutions BV cannot be held liable for direct, indirect, incidental, special, secondary or typical loss including but not limited to damages for loss of profit, goodwill, use, data or other intangible loss (even if Go2 Websolutions BV is aware of the possibility of such loss) as a consequence of:

- The use of, or the impossibility of, using the service;
- The cost of acquisition of replacement goods and services that derive from information or services purchased or acquired via or from the service;
- Unauthorised access to or changes in your transmissions or data;
- Statements or behaviour of third parties on the service; or
- Other situations associated with the service.

12. Fee

You agree to pay Go2 Websolutions BV for, and indemnify it against, all claims or demands, including attorney's costs and judicial costs incurred by third parties as a consequence of and deriving from the content that you have made available to the service, your violation of these conditions for use, your breach of declarations or guarantees herein, or your violation of the rights of others.

Assessments (reviews) or other messages (postings) are not endorsed by Go2 Websolutions BV.

Reviews involve no positions or opinions of Go2 Websolutions BV or its employees.

Go2 Websolutions BV accepts no responsibility or liability for claims or possible revision of claims, or for loss or loss deriving from the user of the service, the Site or the materials used therein.

13. Notifications and procedure for filing claims regarding copyright or violation of intellectual ownership rights

Go2 Websolutions BV respects the intellectual ownership of others and asks users of the service to do the same. If you suspect that your work has been copied in a manner that violates copyright, or that your intellectual ownership rights have been violated in some other way, please contact us and provide us with the following information:

- a. Identify the work or other intellectual property protected by copyright regarding which you feel that a violation has occurred;
- b. Identify the material at go2Gay where you feel the violation is being committed with sufficient details so that we can find it on the website;
- c. A declaration that you believe in good faith that the disputed use is not authorised by the copyright of the owner, his agent or the law;

- d. A declaration that the above mentioned information has been provided truthfully and that you are the owner of the copyright interests or that you are authorised to act on behalf of its owner;
- e. Your address, telephone number and email address;
- f. Your physical or electronic signature.

If actual violation of intellectual ownership rights or copyrights is ascertained, Go2 Websolutions BV shall do everything in its power to immediately remove the relevant material from the database of the service.

14. General information

These conditions form the entire contract between you and the owner of the Go2Gay service of Go2 Websolutions BV and comprises your use of the service. This version replaces all previous agreements between you and the owner of the Go2Gay service of Go2 Websolutions BV.

The laws and regulations of the Netherlands apply to the conditions and the relationship between you and Go2 Websolutions BV. You and Go2 Websolutions BV declare that you agree to subject yourselves to said Dutch laws and regulations.