

Algemene voorwaarden - v4

SWEET & ARTS by Brigitte

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Brigitte Barreto Sweet & Arts operates the www.sweetandartsbybrigitte.com website (including all content and functionality available sweetandartsbybrigitte.com through the and sweetandartsbybrigitte.com domain names and any country or region-specific domains or subdomains (jointly referred to as the "site"). The online community is made up of your personal profile, discussions, chat facilities and blogs (jointly referred to as the "online community"). These terms and conditions ("Terms") apply to all parts of the online community. These terms should be read in conjunction with:

- (1) Our disclaimer
 - (2) Our privacy policy and
 - (3) Any other policy developed by sweetandartsbybrigitte.com from time to time and notified on any part of the site.
- In these terms, "we" means sweetandartsbybrigitte.com "you" means you, the person using our services or visiting the online community, "services" means all services we provide to you, including providing you with access to the online community on the site.

PERSONAL PROFILE

In order to become a member of the online community, you will need to register and set up a detailed personal profile and indicate your agreement to these terms. It is your responsibility to ensure the information (including any images) set out in your personal profile complies with these terms. You have the ability, as you register, to choose your username. We advise you to keep the name appropriate. You agree to never give your password out to another person, except an online community administrator. You also agree to never use another person's account for any reason. We also highly recommend you use a complex and unique password for your account, to prevent account theft.

YOUR OBLIGATIONS

You remain solely responsible for the material you post on the online community. You agree you will not post any material (including links to other websites or images) which infringes or violates someone else's rights, is false, defamatory, inappropriate, inaccurate, abusive, hateful, harassing, threatening, invasive of a person's privacy, or otherwise in violation of any applicable laws. If you believe that a posted message is objectionable, notify Brigitte Barreto Sweet & Arts immediately at the contact details set out below. You also agree not to post any copyrighted material unless you own the copyright or you have written consent from the owner of the copyrighted material. Where you have the right to copy material, do not post the entire content, an extract followed by a link to the original material is preferable.

You must not use the online community for the promotion of yourself, your own website(s) or products. Spam, flooding, advertisements, chain letters, pyramid schemes, and solicitations are also forbidden on the online community. Doing so may lead to you being banned (and your service provider being informed). The IP address of all posts is recorded to aid in enforcing these terms. You agree to defend, indemnify and hold harmless Brigitte Barreto Sweet & Arts, its subsidiaries, distributors and employees from and against any claims, losses or liabilities resulting from a violation by you of these terms.

The online community may contain links to third-party websites that are not owned or controlled by Brigitte Barreto Sweet & Arts. We have no control over and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third party website. By using the online community, you expressly relieve Brigitte Barreto Sweet & Arts from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the online community and to read the terms and conditions and privacy policy of each other website that you visit.

SUBMISSIONS

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, images, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Brigitte Barreto Sweet & Arts, or postings including your name and your image to the online community (jointly referred to as "materials") are not confidential (provided that personal information provided on non-public areas of the online community is subject to our privacy policy. You grant Brigitte Barreto Sweet & Arts a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such materials throughout the world in any media now known or developed in the future with or without acknowledgment to you in our sole discretion and without compensation to you. You also grant to Brigitte Barreto Sweet & Arts the right to use your image and name on the site and in connection with the materials and other information as well as in connection with all advertising, marketing, and any related promotional material. You agree that you shall have no recourse against Brigitte Barreto Sweet & Arts for any alleged or actual infringement or misappropriation of any proprietary right in the materials and 1 of 2

that the submission of any such materials to Brigitte Barreto Sweet & Arts, including the posting of materials to any forum, blog or interactive area on the online community, irrevocably waives any and all "moral rights" in such materials. You represent and warrant that you own or otherwise control all of the rights to the material that you post; that the material is accurate; that use of the material you supply does not violate these terms or any third party intellectual property rights and will not cause injury to any person or entity; and that you will indemnify Brigitte Barreto Sweet & Arts for any loss or damage incurred by Brigitte Barreto Sweet & Arts as a result of any claim arising from the material you supply.

OUR RIGHTS

Comments or opinions expressed on the online community are those of their respective contributors only and (unless Brigitte Barreto Sweet & Arts advise otherwise) do not represent the views of Brigitte Barreto Sweet & Arts, its subsidiaries, management or employees. Brigitte Barreto Sweet & Arts does not warrant the accuracy, completeness, or usefulness of any information presented. Brigitte Barreto Sweet & Arts are not responsible and disclaim any and all liability for content posted by outside contributors to the online community.

Brigitte Barreto Sweet & Arts may (but is not required to) moderate the online community and reserves the right to: (1) remove objectionable content (including links and images) from any part of the online community, within a reasonable time frame and without notice, if it determines at its sole discretion that removal is necessary. While every attempt is made to remove objectionable material as quickly as possible, reviewing every post to each forum and blog is a manual process and it is impossible to remove or edit particular messages immediately; (2) exercise editorial control over posted content. By submitting a comment to any blog or forum, you understand and agree that we may post your comment in its entirety, in an edited version, or not at all. Any editing will be done primarily for purposes of clarity, length or deletion of offensive, inappropriate, or potentially defamatory material; (3) Brigitte Barreto Sweet & Arts may delete, move or close any forum, blog, topic or comment at any time at its absolute discretion; (4) reveal your identity (or any other related information collected on the online community) in the event

of a formal complaint or legal action arising from any situation caused by your use of the online community; (5) include information about, and links to, other Brigitte Barreto Sweet & Arts content and information that may be of interest to you.

INTELLECTUAL PROPERTY

Brigitte Barreto Sweet & Arts are the owner of all intellectual property associated with the online community. All posted comments become the property of Brigitte Barreto Sweet & Arts. You acknowledge and agree that Brigitte Barreto Sweet & Arts may (but is not required) to reuse or quote your posts in other media and these might be attributed to you by name.

Cookies

Our website uses cookies to store information on your local computer. Your email address is used to confirm your registration details and password (and for sending new passwords if you forget your current one). You agree to any information you have entered above being stored in a database. While this information will not be disclosed to any third party without your consent, Brigitte Barreto Sweet & Arts cannot be held responsible for any hacking attempt that may lead to the data being compromised.

These terms are subject to change at any time without prior notification. If these terms are changed, we will post the new terms on the online community and change the version number accordingly. Any changes will be effective immediately upon posting and your access to and use of the online community following the posting constitutes your acceptance of the revised terms.

Contact

To exercise your opt-out privileges, access your user information, obtain more information about these terms or advise us of other matters regarding your experiences with Brigitte Barreto Sweet & Arts or the site, please contact us using the form below. Please include your username.

We may update or change these terms and conditions of use at any time. We will tell you about any changes by posting an updated version on our website. Any such modification will be effective immediately upon posting on the site and your continued use of the site following such posting constitutes your acceptance of the revised terms.