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## Terms and Conditions

The Terms and Conditions apply to the Talksroom website, referred to as Site, and all the functions and options the Site offers, referred to as Services.

The Terms and Conditions asserts rights and duties between the Site's initiator, manager and owner, all together referred to as Talksroom, and the visitors of the Site, referred to as Visitor.

Visitors that make use of the Site and its Services deemed to have read and agreed to the Terms and Conditions of the Site, as well as to possible other relevant conditions and statements, as referred to in these Terms and Conditions.

Great care has been taken to translate the original Dutch version (including its intentions) of the Terms and Conditions into English. In the case of deviations between the different languages, the Dutch version will always get priority.

A Visitor can register itself at the Site, to make use of its specific Services. For this purpose, a Visitor needs to have an own email address, where Talksroom may assume that this email address can be used to send possibly confidential data of the corresponding Visitor.

The Site addresses companies, insitutes and orgnizations and by using the Site, the Visitor indicates that he/she is using the Site as employee, member or otherwise connected to/of a company, institute or organization and should not be considered a consumer or private person by Talksroom.

When a Visitor invites another Visitor to participate Services on the Site, the invitor is obliged to pay attention, that the invited person is also invited as employee, member or otherwise connected to/of a company, institute or organization and not as a consumer or private person.

All contact between Visitors and Talksroom goes via the Site or by email, where Visitors fetching Services should always use the emailadres that they used to register themselves on the Site. Direct personal contact (e.g. via telephone) is possible as well, but not until the Visitor has explicitly asked for it via the Site or by email and Talksroom has confirmed a date/time for this contact via the Site or by email.

Talksroom keeps and collects personal data of its Visitors that registered themselves to the Site. Ofcourse, Talksroom considers applicable laws and regulations. Talksroom will collect and process corresponding information as described in the Privacy statement, also available on this Site and that should be seen as an integrated statement of the Terms and Conditions.

Talksroom is doing its very best to show and operate the Site, its Services and messages. However, Talksroom will never be able to guarantee that there are no shortcomings or no mistakes being made. Using the Site or its Services by a Vistor will always be at one's own risk.

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Talksroom may charge costs when using one or more Services on the Site, that needs to be paid in advance always. In exceptional situations, Talksroom may decide to allow buying on credit, taking a strict deadline for payment of 14 days into account, starting on the invoice date or the begin of the delivery of one or more of the corresponding Service (what ever came first).

Payment is considered to be done, if the whole amount owed has been paid in time. If the payment hasn't been taken care of in time, Talksroom may decide to not start (or stop - if already started) the operation of the Services or specific options immediately, without any further notice or warning.

If a payment is not being paid within 28 days, Talksroom is allowed to assume that the Visitor no longer wants to purchase the specific Services.

If one or more Services have not be bought for at least 42 days, Talksroom is allowed to remove all related parts from the Site. After this, the information will be kept on an external system in a confidential way for a period between 6 and 12 month in accordance with the law, where the information can only be retrieved against full payment of all costs that Talksroom makes to restore it. Hereafter, all information will be permanently removed, both at a moment and in a way that is to be decided by Talksroom.

Visitors may not use Talksroom for illegal, unlawful or otherwise prohibited purposes or related items or issues, nor for affairs or practices that may affect the image of Talksroom in a negative way. If one or more of the above is stated, Talksroom may close down the use of the Site and its Service immediately for each Visitor that is directly or indirectly involved, without reimbursement of any money paid for not yet or not yet completely received Services or options.

Visitors using other Visitors' supplementary services, processed by third parties or providing these supplementary services and using the Site or the Services of the Site to communicate, making deals or otherwise contacting eachother, should always mutual settle disputes, without involving Talksroom in any way.

Talksroom cannot be held responsible for any direct or indirect (subsequential) damage, caused by using the Site or Services, unless there's gross negligence or intentional act by Talksroom.

If Talksroom can be hold responsible, Talksroom can only be demanded to repair the defect(s), or to tecchnically neutralize them on the Site, at choice of Talksroom.

In the exceptional situation that the liability of Talksroom results in a compensation payment by Talksroom, it will never be more than 250 Euro per situation, taking similar occurences by one or more Visitors in a period of 6 months as one situation.

All claims to Talksroom, unless acknowledged by Talksroom in written, expire within the course of 12 months after the claim could have been initiated.

Talksroom can modify the Terms and Conditions or its supplementary conditions or statements

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at any time without prior notice. That's why Talksroom suggests Visitors to regularly read the Site's Terms and Conditions and its supplementary conditions and statements, to keep abreast of the most recent version.

If Talksroom allows or tolerate acquiescence defaulting Terms and Conditions incidentally or even more often, Talksroom may still demand direct and strict enforcement of the Terms and Conditions at any time. Visitor can never claim any rights, based on the facts that Talksroom has applied the Terms and Conditions with elasticity.

In the situation that a clause of the Term and Conditions is declared to be non-valid for a Visitor, it is assumed that the clause will be replaced automatically and immediately with a valid clause that approaches the non-valid clause most.

Declaring a clause in the Terms and Conditions non-valid, have no effect for the other clauses. The other clauses will fully remain valid.

The contract is regulated by Dutch law.

In the case of a dispute, it will be settled by a authorized and qualified judge in or near Venlo (Netherlands), or in the residence of the Visitor (as long as it is in the Netherlands), at choice of Talksroom.

## **Privacy statement**

Talksroom takes your privacy seriously and take several measurements to ensure that personal data and other information obtained from our Visitors remains confidentially.

All data collected by the Site are processed fully automatically and because of that not read or watched by other people.

All information, provided by our Visitors to our Site and its Services, will normally be removed from the Site approximately one and a halve month after expiration of the related Services. Just the accounts remain available for a longer time, to support the Visitors by re-using their accounts at a new visit.

## **Access to your personal data**

All registered Visitors should be able to see their contributions and other supplied data on the Site (as long as the information is still available). Personal data and the way it should be shown can be controlled and adjusted by the Visitor.

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Personal data has been stripped of other data before it is being stored and because of that cannot be attributed to individual Visitors, unless obligated by law to keep it for some time.

The Site's nature and its aimed functions prevents the removal of discussion contributions, as this would pollute the related discussion which would conflict with Site's intention to present a faithful response of all earlier input. This makes it important to really think it through about one's contribution before actually add it to a discussion. Nevertheless, a message can still be adjusted for a short time after addition.

## **Collection and use of data**

Talksroom uses data obtained via Services requested or used by the Visitor in the first instance to perform fast and smoothly, as well as to provide Visitors with requested or additional information. Besides, Talksroom may use all data to present personalized information, based on a previous Visit or use of the Site or other data supplied.

Personal data can also be used to detect (attempted) unlawful or punishable behaviour against Talksroom, the Site, its Services, related organisations, Visitors and employees, as well as attendance by a warning system to prevent problems, fraud or illegal activities.

The Site contains so-called robot software that scans all contributions automatically for the usage of certain words (in many languages) that may indicate the (attempted) unlawful or punishable behaviour, as mentioned above. Repeating detections will be passed on to the management of Talksroom automatically, that may decide to follow-up adequately.

The Site also stores general internet data, such as IP numbers used by Visitors, that browsers and computers usually send along via the internet, or can be detected by the Site automatically. This will be done to analyse the usage of the Site and thereby helping Talksroom to improve the Site and its Services, as well as to measure external references to determine (for example) the success of campaigns.

## **Data will not be sold to third parties**

Talksroom will not sell personal data of Visitors to third parties and will only hand over information to others that are involved with the performance or operation at the Site or its Services, or for analysis to improve, optimise or guaranty the effect and performance of the Site and its Services. All employees as well as all third parties called in by Talksroom are obligated to consider the confidentiality of all accesible data, as mentioned above.

## **Cookies**

A cookie is a small text file, that is sent to your computer when you visit a Site. It will be saved by your internet program (browser). A cookie normally contains data that helps the Site during your current or next visit to operate and show itself in the way you prefer.

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In general, cookies are very useful, as you don't have to repeat settings that you already did before, like (for example) remembering the Site's password or your preferred language. Websites cannot read the data in a cookie of another website, making it impossible that others use the data in it.

Watch the 'cookies' page on this Site for more information about the Cookies used.

## **Emails and newsletters**

Talksroom may send email via the Site to registered Visitors. For example, to pass on a status, send a new password, etc. Furthermore, newsletters may be sent occasionally to its customers, registered Visitors or to anyone that subscribed explicitly.

Unsubscribing newsletters can be done by means of the unsubscribe link, listed in every newsletter.

## **Secure transmissions**

To protect all personal data as well as other confidential information, Talksroom uses generally accepted industry standards to protect your data during transmission as well. Amongst others, the Site uses secure connections (SSL), that is shown in a clear and obvious way by standard browsers.

## **General terms**

The Privacy Statement on this page is an addition to the General Terms of the Site and should be seen as part of the General Terms.