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## Information about us

[www.photospecialist.com](http://www.photospecialist.com) is a site operated by Foto Konijnenberg B.V. (“we” and the words “our” and “us” shall be construed accordingly). We are a company incorporated in Den Ham, Netherlands. Our registered office is at Kroezenhoek 8, 7683PM, Den Ham, Netherlands and our company registration number is 08148310. Our VAT number is NL815950251B01.

## Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

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Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **Our site changes regularly**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  - loss of income or revenue;
  - loss of business;
  - loss of profits or contracts;
  - loss of anticipated savings;
  - loss of data;
  - loss of goodwill;
  - wasted management or office time; and
  - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable,

provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **Information about you and your visits to our site**

We process information about you in accordance with our privacy policy ([http://static.fotokonijnenberg.nl/files/Privacy-Policy\\_Foto-Konijnenberg.pdf](http://static.fotokonijnenberg.nl/files/Privacy-Policy_Foto-Konijnenberg.pdf)). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Transactions concluded through our site**

Contracts for the supply of goods and/or services formed through our site or as a result of visits made by you are governed by our terms of supply which are available via:

[http://static.fotokonijnenberg.nl/files/Terms-of-Supply\\_Foto-Konijnenberg.pdf](http://static.fotokonijnenberg.nl/files/Terms-of-Supply_Foto-Konijnenberg.pdf)

## **Uploading material to our site**

Whenever you make use of a feature that allows you to upload material to our site you must comply with these terms of use (including, but not limited to, the acceptable use provisions set out below). You warrant that any such contribution complies with those standards, and you indemnify us for any breach of that warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and you grant us the global, perpetual, irrevocable, royalty-free, non-exclusive right and licence to use, copy, distribute and disclose to third parties any such material for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with these terms of use (including, but not limited to, the acceptable use provisions set out below).

## **Acceptable use**

You must NOT use our site (or permit or procure others to use it) as follows:

- contrary to these terms of use or, if applicable, our terms of supply which are available via our site;
- for any unlawful, improper, illegal, immoral, abusive, libellous, obscene, pornographic, hurtful, annoying, privacy invading, harassing or offensive purposes or the conveyance of such material (as determined by us in our absolute discretion);
- the transmission of "spam", junk mail, chain letters or mass mailings;
- the invasion of anyone's right of privacy;
- to violate our or any third party's copyright, trademark, proprietary or other intellectual

- property rights;
- to damage our name or reputation or that of our affiliated companies or any third parties;
- to impersonate any of our employees or other person or use a false name while using our site or implying an association with us;
- to gain or to attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site;
- to penetrate our security measures or other entities' systems;
- to generate excessive amounts of internet traffic (including but not limited to a denial-of-service attack or a distributed denial-of service attack), to interfere with our network or other's use of our site or to engage in activities designed to or having the effect of degrading or denying service to users of our site or others;
- to introduce viruses, worms, harmful code and/or Trojan horses or other material which is malicious or technologically harmful onto the internet or into this website or any other entity's systems and it is your responsibility to ensure that whatever you download or select for your use from this website is free from such items;
- save to the extent required to be permitted by law, not to tamper with in any manner, disassemble, reverse engineer, or otherwise copy or modify our IT systems, hardware and/or software, including our site; or
- to transmit confidential or proprietary information, except solely at your own risk.

By breaching this provision, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **Linking to our site**

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with these terms of use (including, but not limited to, the acceptable use provisions set out above).

If you wish to make any use of material on our site other than that set out above, please address your request to [info@photospecialist.com](mailto:info@photospecialist.com).

## **Links from our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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The Dutch courts will have exclusive jurisdiction over any contractual and/or non-contractual claim arising from, or related to, a visit to our site. We retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Netherlands.

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## **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **Your concerns**

If you have any concerns about material which appears on our site, please contact [info@photospecialist.com](mailto:info@photospecialist.com)

Thank you for visiting our site.