

TERMS OF USE BEING TRULY BEAUTIFUL

ARTICLE 1. | DEFINITIONS

In these terms of use the following definitions, always indicated with a capital letter, are used with the following meaning.

1. Terms of use: all conditions stipulated by Being Truly Beautiful regarding the Use of the Platform by the User as recorded in this document, the privacy statement of BTB, as well as the possible further conditions to be stipulated by BTB and made known to the User.
2. BTB: Being Truly Beautiful, the user of these Terms of use, established at Landrebenlaan 8, 7573AZ at Oldenzaal (Netherlands), registered at the Trade register under Chamber of Commerce number 67454984.
3. User: Anyone, other than BTB, who Uses the Platform in whatever way by visiting the BTB website and to Use this, or to download the mobile application of BTB and Use this.
4. Platform: the website beingtrulybeautiful.com as well as the mobile application "Being Truly Beautiful".
5. Use: any use of the Platform by the User, in whatever type of form, including visiting and using of the Platform in the broadest sense of the word, at least including; watching video content, using other services provided by BTB via the Platform, data feeds, the inbuilt video player and other software of BTB, as well as uploading, assessing and sharing of video content.
6. Video content: all content published via the Platform, regarding videos uploaded in the Community.
7. Community: the so-called "Community of Firefly; s", part of the Platform that is accessible after registration by the User on the Platform via his/her username and password and with this the User can, among other things, upload Video content, assess Video content of other users and share Video content via other social media platforms.

ARTICLE 2. | GENERAL PROVISIONS

1. These Terms of use apply on any Use of the Platform by the User. The legal agreement between the User and BTB exists of the provisions in these Terms of use, the privacy statement of BTB and the possible further conditions to be stipulated by BTB and made known to the User. By using the Platform, the User agrees that he/she is committed to the content of these Terms of use, the privacy statement of BTB and the possible further conditions to be stipulated by BTB. These Terms of use, the privacy statement of BTB and the possible further conditions to be stipulated by BTB will be made available to the User on the Platform in such a way that the User can easily save these on a durable data carrier.
2. If BTB does not always demand strict compliance of these Terms of use, it does not mean that BTB therefore loses the right to demand strict compliance of these Terms of use in other cases.
3. The provisions of these Terms of use that given their nature and scope are intended to also apply after the User no longer Uses the Platform, for example because he/she has unregistered for the Use of the Community, remain in full force also after the end of the Use of the Platform by the User.
4. Annulment or voidance of one or more of the provision from these Terms of use, does not affect the validity of the other provisions. In an occurring case BTB and the User will be obliged to consult with each other in order to make an alternative regulation regarding the affected clause. With this the objective and the scope of the original provision will be considered as much as possible.

ARTICLE 3. | ABOUT THE PLATFORM, REGISTRATION, TERMS OF USE AND LIMITATIONS OF THE PLATFORM

1. Via the Platform the User can watch Video content of other Users. If the User is registered for the Community, he/she can upload Video content him/herself, assess Video content of other users and share his/her own Video content or that of others on other social media platforms, all this conform the possibilities on the Platform that are explicitly offered for this by BTB.
2. The Video content concerns interviews that Users have had with another persons, via the mobile application of BTB, who inspires the User in any way, with consideration of the provision in the previous paragraph of this article.
3. The User is not allowed to Use the Platform if this is not allowed based on the law of the country where the User is resident and from where the User approaches or Uses the Platform.
4. To Use the Community the User must register on the Platform. Registration is done via the registration form on the Platform. The User assures that all data specified by him/her during the registration is correct and complete. When registering for the Community the User will explicitly agree with the applicability of these Terms of use and the privacy statement of BTB.
5. The following special rules apply for the Use of the Community:
 - a. The uploading of Video content in which the user him/herself is filmed, or the uploading of selfie-videos is not allowed;
 - b. The uploading of Video content with an illegal, harmful, sexual touch, containing nudity, violent, threatening, hateful or other unseemly character is prohibited. The Video content to be uploaded by the User must substantively agree with the intention of BTB when giving Use of the Platform to the Users; or in other words the Video content must concern an interview that the user has had with another person via the application, where a topic is discussed that, with consideration of the provision in the previous paragraph of this article, is inspirational for the User in any way;
 - c. The person interviewed by the User must be informed by the User that the Video content will be published on the Platform and that it can be shared with social media platforms of third parties, such as LinkedIn, Twitter, Instagram and Facebook. BTB may assume that the User has obtained prior permission of the interviewed person to publish the Video content on the Platform, that the Video content is shared with social media platforms of third parties and that the Video content therefore becomes publicly accessible. The User indemnifies BTB of all claims of the interviewed person and other third parties in this respect. The User declares and assures that he/she has all the required and necessary licencing rights, permission and approval in this respect to enable BTB to process the Video content conform the provisions in these Terms of use.
 - d. In particular, it is not allowed to upload Video content with a, to whatever extent, commercial character, unless this is done with prior written approval of BTB. In addition, the User is not allowed to provide the Video content with confidential data. Confidential data includes, but not limited to: telephone numbers, e-mail addresses, payment details and Address details.

6. The User is not allowed to use Video content on the Platform for other purposes than exclusively personal and non-business purposes. The Use of the Video content is only allowed with the use of and conform the normal functionalities of the Platform, namely exclusively via streaming. The downloading, copying, sending, selling, giving in licence and saving of the Video content is not allowed, which also applies for the distribution of Video content other than is allowed under these Terms of use.
7. The User agrees that he/she is responsible for all data costs made by him/her in relation to the Use of Platform.
8. The User is prohibited to adjust any part of the Platform, including and in particular, but not limited to, the inbuilt video player of BTB and the associated technology.
9. Furthermore, the User is prohibited to approach Video content with the use of other techniques and/or means than the inbuilt

video play of BTB. And the User is not allowed to bypass or disable the security of the Platform or parts thereof, or to make any attempt to do so.

10. The User is liable for all activities that are performed on the Platform via her/her account. The User is obliged to keep his login details for access to this/her account secret. All actions that are performed on the account of the User, will be charged to the registered User. The User must immediately inform BB of a violation of the security or possible unauthorised Use of his/her account that the User has become aware of. Only the User is responsible for his/her behaviour on the Platform as well as for all Video content that he/she uploads via the Platform and as a result is distributed.
11. The User is not allowed to Use the Platform for illegal or otherwise unauthorised purposes. The User is obliged to observe all laws, rules and regulations stipulated by government that are applicable on the Use of the Platform and the uploading and distribution of Video content by the User. In particular, the User is bound to the applicable legislation of intellectual property.
12. The User is not allowed to hinder or disturb the Platform or the servers or the networks that BTB uses for the operation of the platform, for example by sending worms, viruses, spyware, malware or other destructive or disrupted codes. Use of the Platform is only allowed for purposes for which the Platform is given in Use to the User by BTB.
13. The User is not allowed to limited other Users in any way in the Use of the Platform. In addition, the User is not allowed to encourage or facilitate violations of these Terms of use or any other conditions stipulated because of BTB.
14. BTB is not responsible for the Video content that is uploaded via the Platform and as a result is distributed. The User Uses the Platform fully for his/her own risk.
15. BTB always has the right to adjust the functionalities of the Platform.
16. BTB grants permission to the operators of public search engines to use spiders for copying the material from the Platform.
17. BTB always has the right, but is not obliged, to remove and/or block Video content that by its judgement, violates the provisions in these Terms of use. Illegal Video content and/or Video content that breached the rights of other Users or other third parties, can be reported by the Users by using the alert function of the Platform on the thereto described method. If BTB considers a reporting, submitted via the alert function, to be justified, it has the right, without prejudice to the provisions in the remainder of these Terms of use, to completely or partially remove the relevant Video content, without BTB being liable in any way towards the User as a result of such removal. BTB is not obliged to give prior notification to the User of such a removal. Video content removed from the Platform remains possibly available to BTB, for example to respond to its legal obligations, however this Video content can possibly not be made available again or otherwise retrieved from servers without a court order. BTB recommends the User to always make back-ups him/herself of his/her Video content. BTB has not got any obligation towards the Users to make back-ups of Video content or to keep the Video content otherwise available for the Users. In case of loss of Video content BTB again does not bear any liability.
18. BTB reserves the right to remove Video content from the Platform that, by the judgement of BTB, has not or hardly been watched during a period of six months, in order that, by judgement of BTB, only relevant and interesting Video content is offered on the Platform.
19. The User assures that he/she is authorised to provide the Video content, offered by him/her for uploading and sharing thereof, to BTB. The User assures that the uploading and as a result the distribution thereof, does not breach any rights of third parties, for example regarding privacy rights, publication rights, copyright, trade brands and/or other intellectual property rights. The User indemnified BTB of all claims of third parties that are based on the statement that royalties, fees or other money amounts must be paid for the Video content placed by the User.
20. The information provided within the Platform is not meant for distribution to or Use by (legal) persons in jurisdictions or countries where such distribution or such Use would be in breach with the law and legislation that is applicable there, or where it is a requirement that BTB registers itself within the relevant jurisdiction or country. BTB always reserves the right, at its own discretion, to limit the availability of the Platform or any part thereof to certain people or geographical areas.

ARTICLE 4. | TERMINATION OF THE USE RIGHTS

1. The User can unregister for the Community part of the platform by unregistering him/herself in the way described on the Platform.
2. A violation by the User of the provisions in these Terms of use, any other conditions stipulated because of BTB or an applicable legal regulation, can result, only by the judgement of BTB, in immediately blocking the access to the Platform for the User, or blocking or unregistering the Users regarding the Community. Plus, it applies that if the User acts in breach with the letter or the spirit of these Terms of use, or a legal risk or a risk of any other nature occurs for BTB as a result of the Use of the platform by the User, BTB can take the aforementioned measures towards the Use.
3. BTB has the right to terminate the operation of the Platform for whatever reason and without prior notification and at any given moment, without being obliged to any damage compensation towards the User.

ARTICLE 5. | SERVICE PROVISION AND APPLICATIONS OF THIRD PARTIES

The Platform may contain links to websites or service provision of third parties, such as those of advertisers, LinkedIn, Twitter, Instagram and Facebook. The Platform can also contain content of third parties that is beyond the influence of BTB and which it cannot approve or recommend. Furthermore, the Platform can also allow communication between the Platform and a website or service provision of third parties. For example, the Platform contains a function whereby the User can share Video content with LinkedIn, Twitter, Instagram and Facebook, to subsequently publish this via the service or application of the relevant third parties. BTB has no control over this service provision and applications of third parties. The User indemnified BTB of all claims related to the content of websites, applications and service provision of third parties. By using such applications of third parties, the User agrees that this Video content of the User is shared if the User Uses an application of third parties to share data, and that the Use of the application of third parties by the User can lead to publication of personal data and/or may be associated with the User, even if BTB has not provided this data itself.

ARTICLE 6. | LIABILITY, GUARANTEES AND INDEMNIFICATION

1. Provided intent and conscious recklessness of BTB, any liability of BTB for damage suffered in connection with the Use of the Platform is excluded. In particular, BTB is not liable, conform that what is concretely stipulated in the next paragraphs of this article and the other provisions in these Terms of use, in respect to the exclusion and limitation of its liability.

2. Users determine which Video content is uploaded on the Platform and which is distributed via the Platform. BTB is not obliged to verify if the Video content uploaded by the Users via the Platform is illegal, incorrect, incomplete or misleading. The User cannot assume that BTB approves or recommends all Video content. BTB therefore does not accept any liability for the Video content that is uploaded, shared and distributed with the use of the Platform.
3. The User understands and acknowledges that he/she with the Use of the Platform can possibly be exposed to Video content that actually is incorrect, insulting, indecent or otherwise objectionable for the User. The User waives all claims towards BTB in this respect.
4. BTB always has the right to adjust the Platform on all points or subordinate points and is not liable for the possible damage that arises from this for the User.
5. The Platform is given in Use to the User in the state it is in ("as is"). BTB does not give any guarantee regarding the Use of the User. In particular it applies that BTB cannot assure that the Use of the Platform complies with the wishes and the requirements of the Users, that the Use can take place continuously, that the Use will proceed in a safe or error-free manner and that the information obtained by the User as a result of the Use is correct or reliable.
6. BTB is not liable for damage as a result of unauthorised use of login details on the Platform.
7. BTB will do its best to optimise the correct functioning and accessibility of the Platform. However, BTB cannot guarantee that the provisions of the Platform will be available unlimited and will always function faultlessly. All liability of BTB in this respect is excluded.
8. BTB is, without prejudice to the provisions in the remainder of these Terms of use, always authorised, to disable the Platform or parts thereof if this is considered desirable regarding maintenance, upgrades, emergency repairs, solving malfunctions, adjustment or improvement of the Platform or servers of BTB or third parties that are used by BTB. All liability of BTB as a result of (temporary) inaccessibility or reduced inaccessibility or usability of the Platform is excluded.
9. BTB is, provided intent and conscious recklessness on its side, not liable for viruses or other harmful components that cause damage via the Platform or servers of BTB or third parties to the hardware or software of the User.
10. BTB will do its best to all reasonableness to protect the Platform and the other systems against any type of illegal use by third parties. BTB is, provided intent and conscious recklessness on its side, never liable for violation of (intellectual property) rights of the User or people who are displayed in the Video content of the User, by third parties as well as for damage as a result of loss or damage of the Video content.

11. By using the Platform, the User declares and guarantees that his/her activities via the Platform are allowed by law in any jurisdiction where he/she uses the Platform. The User indemnified BTB of all claims of third parties in this respect.
12. In relation to any liability, the User never has the right to claim that BTB is limited in the operation of the Platform or that BTB is limited in exercising any other (property) right to which it is entitled insofar this does not directly provide in the protection of the interests of the User in relation to such a claim. The User does not have the right to forbid or hinder, to whatever extent, the development, production, distribution, advertisement, display or operation of the Platform or any other content that is the property of BTB or is under the control of BTB.
13. The User is liable towards BTB for all damage that is caused by him/her as a result of a violation of the provisions in these Terms of use, the distribution of viruses, worms etc. via the systems of BTB, as well as for damage as a result of other actions that influence the reliable operation of the Platform or parts thereof. The User is also liable for all costs that BTB must make as a result of such circumstance, for example because BTB must defend or have assistance in and out of court.
14. If and insofar the User violates the provisions in these Terms of use or any legal regulation, the User indemnified BTB of all damages and claims from third parties arising from this.
15. Also regarding those limitations in these Terms of use whereby such is not explicitly mentioned, the liability limitations from these Terms of use do not apply if the damage is caused by intent or consciously recklessness of BTB.

ARTICLE 7. | INTELLECTUAL PROPERTY

1. All database, copyright and other rights of intellectual property on the software offered by BTB, the domain name of BTB, the Platform and parts thereof, including the name "Being Truly Beautiful", the logo of BTB, the design, operation, images and sounds of the Platform. Including headers, adjusted images, button icons and scripts, belong to BTB, insofar these rights, regarding the Video content, do not belong to the User or third parties. The User is not allowed to copy, adjust, reproduce in any way, provide to third parties, distribute, exploit or produce derivative works thereof, any material on which the rights of BTB or its licensors rest, other than is necessarily related to the normal and agreed Use of the Platform under these Terms of use.
2. The User is not allowed to remove, make unreadable, hide or adjust any notifications or listings regarding the intellectual property rights.
3. BTB will never claim the ownership of Video content that the User has uploaded via the Platform, but the User must grant BTB and the other Users of the Platform limited licensing rights. If the User uploads Video content via the Platform, he/she grants:
 - a. BTB a worldwide, non-exclusive, royalty-free, transferrable licence, including the right of sub-license for the use, the coping, the distributions, the creation of derivative works, the display and performance of Video content, all this in relation to the operation of the Platform and otherwise in relation with the business activities of BTB, including the promotion and further distribution of the Video content, completely or partially, and works derived thereof, in whatever shape or form and via whatever media channels; as well as,
 - b. Any other User of the Platform a worldwide, non-exclusive, royalty-free licence, to gain access via the Platform to Video content uploaded by the User, as well as for the Use insofar this is allowed as a result of these Terms of use.
4. The licences granted by the User in paragraph 3 related to the Video content, expire if the User removes his/her Video content from the Platform. The licences meant in paragraph 3 and granted by the User are eternal and irrevocable, but do not otherwise affect his/her property rights that are retained by the User.

ARTICLE 8. | ADJUSTMENT OF THESE TERMS OF USE

BTB has the right to adjust these Terms of use from time to time. Adjustments of these Terms of use come into force at the moment that these are published on the Platform of BTB on beingtrulybeautiful.com/terms. The user must regularly consult the aforementioned link to be aware of the latest applicable version of the Terms of use. If the user does not agree with the Terms of use, the user must immediately stop using the Platform. By continuing to use the Platform after the date when the adjusted Terms or use are published, the user accepts the applicability of the adjusted Terms of use.

TERMS OF USE BEING TRULY BEAUTIFUL

ARTICLE 9. | FINAL PROVISIONS

1. The use of the Platform and all legal relations that arise from this between parties are only subject to Dutch law.
2. Before making an appeal to the court, in case of disputes, both parties are obliged to do their utmost to settle the dispute in mutual consultation.
3. Insofar the law does not stipulate differently, only the authorised court at Almelo (Netherlands) is appointed to take notice of the legal disputes. Nevertheless, BTB also has the right to appoint another court that is authorised by law, to take notice of the dispute.
4. The Dutch version of these conditions are always decisive for the explanation of the provisions that are included.