

General Terms and Conditions of the Website CamMatch.com

Entry into force: 2022, April 01

1. Purpose

The website cammatch.com (hereinafter referred to as the "**Website**") is a live video chat application including text, audio and video messaging services.

The purpose of these General Terms and Conditions is to define the terms and conditions of use of the services provided on the Website (hereinafter referred to as the "**Services**") as well as to define the rights and obligations of visitors, users (hereinafter "**Users**") within this context.

These General Terms and Conditions can be accessed and printed at any moment from a direct link on the Website (hereinafter referred to as: the "**General Terms and Conditions**").

They may be subject to certain additional terms and conditions specific to certain Services. The latter are hereby incorporated into the General Terms and Conditions. In the case of any inconsistency between the General Terms and Conditions and these specific conditions, the latter shall prevail.

2. Manager of the Website and Services, contact Details

The Website and the Services are managed by the company Entertainment Media Solutions Sp. Z.o.o., a Polish company registered under number 0001032752 with the Krajowego Rejestru Sadowy registry court, whose head office is located at 40-870 Katowice, Ul. Aleja Bolesława Krzywoustego 4 (hereinafter referred to as "**EMS**").

EMS can be contacted, including for any claim, through any of the following channels:

Street Address: 40-870 Katowice, Ul. Aleja Bolesława Krzywoustego 4 Poland

Telephone: +33 7 80 91 52 84

Email Address: hello@cammatch.com

The Manager of the Website and Services may also be referred to as then "**Manager**".

3. Access to the Website and Services

3.1 Legal capacity

The Website and the Services can be accessed by any person that is at least eighteen (18) years old and having the full legal capacity to be bound by these General Terms and Conditions. Any person who does not have such full legal capacity may only access the Website and the Services with the agreement of their legal representative. Any person that is under the age of eighteen (18) may not access the Website and may not use the Services.

3.2 Website and Services for private individuals only

The Website and the Services are intended exclusively for private individuals and are not meant for professional use, understood as any use directly or indirectly linked to a regular remunerated activity in any branch of trade or industry.

4. Acceptance of the General Terms and Conditions of Use

- 4.1 Users that register on the Website can accept these General Terms and Conditions by clicking “Enter” on the Welcome and Warning popup.

For Users who have not registered on the Website, their use of the Website and/or the Services entails their acceptance without any reservation of the General Terms and Conditions of Use.

- 4.2 Acceptance of these General Terms and Conditions can only be full and complete. Any qualified acceptance is considered as null and void. Users who do not accept to be bound by the General Terms and Conditions of Use must not access the Website or use the Services.

5. Linkage with SecurionPay’s, CardBilling’s or Webbilling’s intervention and general terms and conditions

- 1.1 Users are expressly informed and accept that all payments made through the Website are handled by the company Online Payments Group AG registered in the Commercial Registry of the Canton of Schwyz under the number CHE-167.830.260, whose head office is located Sihleggstrasse 23 8832 Wollerau, Switzerland (hereinafter referred to as: « **SecurionPay** ») or by the company Verotel Merchant Services B.V a company organized under Dutch law and registered with the Dutch Chamber of Commerce under trade register number 34180575, whose head office is located Danzigerkade 23D, 1013 AP Amsterdam, Netherlands (hereinafter referred to as: « **CardBilling** ») or by the company WB Technical Services B.V. (hereinafter referred to as: « **Webbilling** »).

- 1.2 Users contract directly with SecurionPay, CardBilling and Webbilling, as regards the implementation of these payments, by accepting SecurionPay’s, CardBilling’s or Webbilling’s general terms and conditions through a checkbox when they register on the Website.

- 1.3 In connection with the Services, Users submit to SecurionPay, CardBilling or Webbilling all their instructions with regard to payments through their Personal Space. Users therefore expressly designate the Manager to transmit these instructions to SecurionPay, CardBilling or Webbilling, in their name and on their behalf.

As the implementation of the Services requires the implementation of payments, Users are informed and accept that SecurionPay, CardBilling or Webbilling reject of their registration as users of its own payment services, as well as the termination of the contract between a User and SecurionPay or a User and CardBilling or a User and Webbilling, for any reason whatsoever, shall automatically and fully entail the termination of this contract between the Manager and this User, as well as, consequently, the closing of the latter’s Account.

Conversely, the termination of this contract between the Manager and a User shall automatically and fully entail the termination of the contract between this User and SecurionPay or this User and CardBilling or this User and Webbilling.

- 1.4 Users may have other payment processors available on the payment page. Legal details of payment processors are available on the payment page. The same terms and conditions apply for any new or temporary payment processor available on the payment page.

2. Registering on the Website

- 2.1 Visitors of the Website may temporarily use the Services free of charge until registration is required as indicated on the Website (hereinafter referred to as the "**Trial Period**").
- 2.2 The Manager is entitled to determine freely the duration of such Trial Period.
- 2.3 In order to use the Services outside the Trial Period, Users must register on the Website by completing the registration form and comply with any required registration process. Users must provide all information that is marked as being required. Incomplete registrations shall not be validated.

Registering automatically entails the opening of an account in the Users' name (hereinafter referred to as the "**Account**"), giving Users access to their own personal space (hereinafter referred to as the "**Personal Space**") which shall enable them to use the Services in a format and according to the technical means that the Manager deems the most appropriate for providing the said Services.

Users guarantee that all information they provide in the registration form is exact, up to date and sincere and is in no way misleading or dishonest.

They agree to update this information in their Personal Space in the event that any of it should change in order to continuously meet the above-mentioned criteria.

Users are hereby informed and accept that the information provided by them for the creation or update of their Account is valid as proof of their identity. Details entered by Users shall be binding upon confirmation.

New members of the Website may temporarily enjoy an additional Trial Period.

In general, the site reserves the right to offer or not to offer free trials to the users it wishes, according to its marketing strategy. The free trial is absolutely not a service that a user can request. It is also possible that a technical problem prevents the site from offering free trial to a user to whom the site was supposed to offer free trial. In all cases and for whatever reason, users cannot claim free trial under any circumstances, which is only offered at the discretion of the site.

- 2.4 Users can access their Personal Space by logging in to the Website using their connection ID and their password.

Users agree to use the Services themselves personally and agree not to allow any third party to use them on their behalf, unless accepting full responsibility for the consequences.

Users are also responsible for keeping their connection ID and password confidential, as any access to the Website with these ID and password are deemed to be made by them. Users must contact the Manager immediately through any of the channels mentioned in Article 2 of these General Terms and Conditions of Use, if they notice that their Account has been used without their knowledge. Users acknowledge the Manager's right to take all measures it deems appropriate in a case such as this.

3. Description of the Services

Users have access to the following Services, in a format and according to the technical means that the Manager deems the most appropriate. Certain Services are available to Users on a per-minute basis only and are subject to the payment of fees according to the article "Financial Conditions".

3.1 Messaging service

Users have access to an online instant messaging service that allows them to communicate by text, audio, video with other Users.

Users are expressly informed and accept that the Manager may access the messages exchanged between Users through this messaging service at any time and may use them if necessary, to assert its rights, especially in the event of legal proceedings.

7.1.1 Automatic translator

The online instant messaging service includes an automatic translator. The Users are informed and accept that such automatic translators cannot be fully able to determine the specific sense of each word to be translated or their accuracy.

7.1.2 Audio service

Users are informed and accept that the use of audio messaging service requires them to have a functioning, operational and properly configured microphone.

7.1.3 Video service

Users are informed and accept that the use of video messaging service requires them to have a functioning, operational and properly configured webcam.

3.2 Technical support

The Manager provides Users with technical support which consists in assistance and advice, with regards to any question in relation with the Website and use of Services.

The technical support can be accessed by Users in the specified tab in the Website or be provided through the email address hello@cammatch.com.

According to the requirements, the Manager shall assess the time needed for answers, as well as their nature, and shall inform Users of such assessment.

3.3 Other Services

The Manager reserves the right to propose any other Service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing the said Service.

4. Financial Conditions for Users

4.1 Prices

In order to use the Services, Users must purchase credits (hereinafter referred to as: the “Credits”).

Credits represent a determined period of time allowing the User to use the Services. The balance of the Credits is made available to the Users in the Personal Space.

Credits are valid and may only be used on the Website for a period of three hundred and sixty-five (365) days from the date of purchase.

The Credits are available in various offers, the prices and characteristics of which are indicated on the Website.

All Credits purchased by the User are final and non-refundable.

Unless otherwise stated, the prices are including all taxes.

The Manager reserves the right, in its sole discretion and according to conditions that it deems appropriate, to propose promotional offers or price reductions.

Users have access to a record of their previous payments and purchases of Credits in the emails they receive from the payment and billing processors available on the site.

4.2 Price revision

The prices provided in article 8.1 may be revised by the Manager at any time, in its sole discretion.

The new prices apply as soon as they are effective.

The Users who do not accept the new prices may still use the Services with the Credits purchased before the prices change. Users who purchase new Credits after the entry into force of the new prices shall be deemed to have accepted them.

4.3 Invoicing

Invoices relating to the Services are communicated to the User by the payment and billing processors, by email.

4.4 Terms of payment

The price of the Services is due upon their order.

Payments can be carried out online, by bank card through the secured online payment service SecurionPay or CardBilling or by any other means available on the Website at the date of the order.

The User guarantees to the Manager that he has all the necessary authorizations to use the chosen payment mode.

4.5 Payment delays and incidents

Users are hereby informed and expressly agree that any payment delay of all or part of any payable amount at its due term shall automatically entail, without prejudice to the provisions set out in articles referred to as Sanctions for breaches and Termination and without prior formal notice:

- (i) Forfeiture of the term of all amounts payable by the User in question, that will become immediately due,
- (ii) Immediate suspension of current Services until complete payment by the User in question of all amounts due,

5. Express waiver to right of withdrawal

Users are informed that a right of withdrawal applies in principle to all distance service agreements concluded between professionals and consumers, and that this right may be exercised within 14 (fourteen) days from this contract's conclusion.

They are however expressly informed and accept that Services are provided to them once they are registered and are therefore fully performed before expiry of the above-mentioned withdrawal period. Consequently, they expressly waive their right of withdrawal, which cannot be exercised.

6. Agreement in relation to proof

Users expressly acknowledge and accept that:

- (i) Data collected on the Manager's Website and its computer equipment attest to the reality of the transactions performed in the context of this agreement,
- (ii) This data is the main means of acceptable proof between the parties, in particular for the calculation of amounts due to the Manager.

Users can access this data in the invoices and receipts they receive from payment processors available on our site.

7. Users' obligations

Without prejudice to other obligations provided for in this agreement, Users undertake to respect the following obligations.

- 7.1** Users agree, in their use of the Services, to respect and abide by all laws and regulations in force and not to violate public order or infringe the rights of any third party.

Each User is solely responsible for successfully completing all necessary administrative, tax and/or social formalities, as well as for the payment of contributions and taxes of all types concerning them that could result from their use of the Services. The Manager shall in no case be held liable in this respect.

- 7.2** Users acknowledge having read on the Website and understood the characteristics and constraints, technical in particular, of the entire range of Services. Each User is solely responsible for their use of the Services including relations they may set up with other Users and information they may provide to them within the Services. It is their responsibility to exercise the required prudence and good judgement in these relations and communications. Besides, Users undertake, when exchanging with other Users, to respect the usual rules of politeness and courtesy.
- 7.3** Users shall refrain from proposing to other Users paid sexual relations or any other practice similar to prostitution. In general, Users refrain from any behaviour that could engage the civil or criminal liability of the Manager in application of the legal provisions relating to pimping.
- 7.4** Users undertake to use the Services themselves personally. They shall not transfer, sublicense, delegate or assign all or part of their rights or obligations under the present General Terms and Conditions of use to any third party, in any way.
- 7.5** Users agree not to provide financial information to other Users.
- 7.6** Users are solely responsible for interactions with other Users. Therefore, Users understand that the Manager does not conduct criminal background checks on Users.
- 7.7** Users agree to provide the Manager with all information necessary for the proper performance of the Services. More generally, Users agree to actively cooperate with the Manager with a view to ensuring the proper performance of these General Terms and Conditions.
- 7.8** Each User is solely responsible for the contents of whatever nature (editorial, graphic, audio, audiovisual or otherwise, including the name and / or image chosen by the User to identify themselves on the Website), that they broadcast within the framework of the Services (hereinafter referred to as the "**Content**").

Each User guarantees the Manager that the former has all the necessary rights and authorizations for the publication of this Content.

Users agree that this Content is legal, does not disrupt public order, is not contrary to accepted standards of public decency, does not infringe any third-party rights or legal provision and / or regulation, and, more generally, is in no way likely to bring the civil or criminal liability of the Manager into play.

Users therefore agree to refrain from publishing, in particular, but not limited to:

- Content depicting illegal pornography, defamatory, slanderous, or of a violent, racist, xenophobic or revisionist nature,
- Content showing nudity without the partner's consent or without the partner certifying that he or she is over the age of 18,
- Counterfeit Content,
- Content that is detrimental to the image of any third party,
- Content that is false, misleading or proposing or promoting unlawful, fraudulent or misleading activities,
- Content that could harm a third party's computer system (such as viruses, worms, Trojan horses, etc.),
- And, more generally, any Content that is likely to infringe on the rights of others or cause harm to others in any manner or form.

7.9 Users expressly grant to the Manager the right to use their profile image, for purposes of illustration on the Website or promotion of the Website, by any means and on any media whatsoever, for the entire world and for the term of their registration on the Website. Such right is granted free of charge.

7.10 Users expressly acknowledge that the use of the Services require that they should be connected to the internet and that they are solely responsible for such connection.

8. Users' Guarantee

Each User agrees to defend, indemnify and hold the Manager harmless from and against any claims, demands, actions and/or grievances whatsoever, that the Manager could incur as a result of a breach by the User in question of any one of its obligations or guarantees under these General Terms and Conditions.

Users agree to compensate the Manager for any prejudice that the latter could be subject to, and to pay any costs, liabilities, charges and / or convictions that the latter could incur, as a result of such a breach.

Users are expressly informed and accept that the Manager will be able to access, analyse, automatically or not, and store the contents exchanged between Users within the framework of the Services in order to verify the respect of the present General Terms and Conditions.

9. Prohibited behaviour

9.1 It is strictly prohibited to use the Services to the following ends:

- Carrying out activities that are unlawful, fraudulent or infringe on the rights or the security of others,
- Intimidate, mistreat or defame any Users,
- Solicit money from any Users,
- Violating public order or any local policy or laws,
- Communicate contact information such as a telephone number, email address, email or social network identifier,
- Propose or accept another means of payment other than those offered on the Site,

- Hacking into the computer system of a third party or any activity aimed to harm, control, interfere or intercept all or part of a third party's computer system, violating its integrity or its security,
- Sending unsolicited emails and / or prospecting or commercial solicitation,
- Tampering with the aim to improve referencing of another site,
- Using the Website for the release of information or links to third party websites,
- Assisting or inciting, in any manner or form whatsoever, the carrying out of one or several of the actions or activities described above,
- And more generally, any action that uses the Services for any other purpose than that for which they were designed.

9.2 Users are strictly prohibited from copying and / or using for their own purposes or those of a third party, the concept, technology or any other component of the Manager's Website.

9.3 The following is also strictly prohibited: (i) any behaviour that would interrupt, suspend, slow down or prevent continuity of the Services, (ii) any hacking or attempts to hack into the Manager's IT systems, (iii) any hijacking of the Website's system resources, (iv) any acts that would place a disproportionate load on the Website's infrastructure, (v) any attempts to breach the Website's security and authentication structures, (vi) any acts that could infringe on the rights and financial, commercial and moral interests of the Manager or of the Users of its Website and finally, more generally, (vii) any breach of these General Terms and Conditions.

9.4 It is strictly prohibited to make money from, sell or concede all or part of one's access to the Services or to the Website or to the information that is hosted and / or shared on the Website.

9.5 Complaints & Support: We follow a complaint process regarding the content on our website. The process allows any user to report any content that may be illegal or that otherwise violates the standards of our website. We review and resolve all reported complaints within seven (7) business days. In the event such review yields evidence of illegal content or content which violates the standards, we will remove the content immediately.

10. Sanctions for breaches

In the event of a breach by a User of any of the provisions of these General Terms and Conditions or more generally, of any infringement by the former of any laws and regulations in force, the Manager reserves the right to take any measures it deems appropriate and in particular:

- (i) to suspend access to the Services for any User who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement,
- (ii) to delete Account of the User who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement,
- (iii) to delete any and all of the Content placed by the User on the Website,
- (iv) to publish on the Website any related informational message that the Manager deems useful,
- (v) to inform any relevant authorities,
- (vi) to commence and prosecute any legal proceedings.

In the event of a breach by a User of a substantial obligation stipulated in these General Terms and Conditions, the Manager reserves the right to cancel the User's access to all or part of the Services, effective immediately, by letter or email. The cancellation takes effect in full law on the date the written notification is sent by the Manager to the User, as per this clause. The cancellation will cause the automatic deletion of the User's Account, without prejudice to the other consequences that may be set out in the present General Terms and Conditions.

11. Liability and guarantee of the Manager

11.1 The Manager agrees to provide the Services with diligence and in compliance with trade practice, specifying that it has an obligation to provide due care, but this without any obligation of result, and this is expressly acknowledged and agreed by Users.

11.2 The Manager has no knowledge of Content posted online by Users within the context of the Services, and shall not moderate, select, check or monitor in any way this Content, with regard to which the Manager only intervenes within the role of hosting provider.

Consequently, the Manager cannot be held liable for Content whose authors are third parties, and any potential claims should be made firstly to the author of the Content in question.

Any Content that causes prejudice to a third party can however be the subject of a complaint to the Manager, the Manager reserving the right to take the measures set forth in these General Terms and Conditions.

11.3 the Manager assumes no responsibility in the event that any information from the Personal Space of a User is lost. Users should keep a backup copy and shall not be able to claim for any damages caused by any loss of this information.

11.4 The manager agrees to regularly check that the Website is operational and can be accessed. To this end, the Manager reserves the right to interrupt access to the Website momentarily for maintenance purposes. In the same way, the Manager shall not be held liable if the Website is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside the Manager's control, force majeure, or due to any disruption in the telecommunications network.

11.5 the Manager does not guarantee to Users (i) that the Services, which are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects, (ii) that the Services, being standard and not offered specifically to any one given User according to that User's own personal constraints, shall specifically meet that User's needs or expectations.

11.6 In any event, any liability that could be incurred by the Manager within the framework of this agreement is expressly and solely limited to direct actual damages suffered by Users.

12. Intellectual Property

12.1 Intellectual Property of the Manager

The systems, software, structures, infrastructures, databases and content (text, images, graphics, music, logos, trademarks, databases, etc.) used by the Manager on the Website, are protected by all intellectual property rights, or rights for the creators of databases, in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any these items, without the Manager's authorization, is strictly prohibited and could lead to prosecution.

12.2 Intellectual Property of the Users

Users acknowledge and accept that through placing Content on the Website, they voluntarily and freely show their intention to participate in the diversity of the information contained therein, in the spirit of a community exchange. For this purpose and in order to implement the Services:

- Users agree to their Content being published free of charge by the Manager, on the Website,
- If applicable, Users agree to grant the Manager a right to use and reproduce their Content in accordance with promotional incentives on the Website. Such authorisation is granted for the duration of his/her registration and the User may contact the Manager to withdraw his/her consent. For privacy reasons, the site will never use any content on which the user can be identified which means, for example, it would never use any photo or video on which the face of the user appears nor any photo or video with distinctive elements in the background. The privacy of users is the site manager's first priority and promotional contents have only an illustrative vocation.
- They agree to their editorial Content being translated into any language,
- They acknowledge and agree that the Content may be subject to modifications especially concerning its scaling, format and colour, as well as to alteration or deterioration of its quality depending on the technical constraints of the Website,
- They renounce claiming any type of payment, fee, royalty, indemnity or financial compensation from the Manager in this respect.
- Users may be invited to participate in photo or video contests. These contests are usually financially rewarded. In this particular context, the user having provided the photo or video by any means (Whatsapp, Telegram, Email) offers the site full ownership of this content which can be freely used for commercial purposes inside and outside the site. These contests are never mandatory. The site strongly recommends that users participating in these contests never submit content that could help identify them.

13. Personal Data

The Manager practises a policy of protection of personal data, the characteristics of which are detailed in the document "[Privacy & Cookie Policy](#)", which Users are expressly invited to read.

14. Advertising

The Manager may insert advertising or promotional messages on any page of the Website or in any communication sent to Users, in a format and according to the conditions, that the Manager solely deems appropriate.

15. Links and Third-Party Sites

The Manager can in no way be held liable for the technical availability or unavailability of Internet sites or mobile applications operated by third parties (including its potential partners) which Users would access through links on the Website.

The Manager shall not be liable for content, advertisements, products and / or services available on such third-party sites or mobile applications and Users are hereby reminded that these sites are governed by their own terms and conditions of use.

The Manager shall not be liable for any transactions conducted between Users and any advertisers, professionals or salespersons (including its potential partners) to which Users may be oriented through the Website and shall not take part in any disputes whatsoever with these third parties, particularly concerning the delivery of products and / or services, guarantees, declarations or any other obligations whatsoever to which these thirds parties may be bound.

16. Consent to receive transactional and promotional emails from CamMatch

By agreeing to our terms and conditions, you agree to receive transactional emails (related to an action taken by you on our site) and promotional emails (emails advertising temporary or permanent offers on the CamMatch site). Under no circumstances will we give your contact information (including email) to third parties. Therefore, you will only receive emails from CamMatch.

You may receive promotional emails from CamMatch for up to 3 (three) years after your last login to CamMatch.

Transactional emails are mandatory and are triggered by your own actions on the site. These emails are necessary for the effective completion of the action you have taken. If you want to stop receiving transactional emails, you have to stop using the site. Regarding promotional emails, you can decide at any time to stop receiving them by clicking on the unsubscribe link available in the email.

17. Term of the Services, cancellation

Users can opt out of the Services at any time, by clicking “Account” and “Delete my account” on their Personal Space.

This shall cause the automatic deletion of their Account. Upon deletion of Account all credits purchased by the User are irrevocably lost and cannot be reimbursed.

Besides, the Manager reserves the right to close and delete any Account that shall remain inactive for a continuous period of 365 (three hundred and sixty-five) days.

18. Amendments

The Manager reserves the right to amend these General Terms and Conditions at any time.

Users shall be informed of these amendments through any pertinent channel.

Any User who does not agree with the amended General Terms and Conditions must unsubscribe from the Services according to the provisions set out above.

The amended General Terms and Conditions apply immediately. Users are thus invited to regularly consult the latest version of the General Terms and Conditions on the Website.

Users who continue to use the Services after the entry into force of the amended General Terms and Conditions shall be deemed to have accepted these amendments.

19. Language

In the event of a translation of these General Terms and Conditions into one or more languages, the language of interpretation shall be English in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

20. Consumer Mediation

In the event of any claim made by a European consumer, for which no amicable solution is found with the customer service of the Manager, this consumer has the right to use the European Online Dispute Resolution platform which may be accessed at the following URL address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>.

21. Law and Jurisdiction

These General Terms and Conditions of Use are governed by Polish law.