



# Camarilla Terms and Conditions

\*Valid as of the 1st of November 2015

## 1. Introduction

Camarilla is a discreet photo messaging application to capture and share your true moments with a selection of up to 15 people that matter to you most. While shared photos are visible to your private selection of Contacts, all Chats are strictly one-on-one.

These are the terms and conditions ("Terms"), applicable to the Services of Camarilla, which are valid as of the 1st of November 2015. These Terms become part of the agreement between You and Camarilla, owner and operator Camarilla's Services, when using the Services and accepting these Terms. By using the Services you acknowledge and agree to these Terms and the Camarilla Privacy Policy. They regard both the Services of Camarilla and your Content and Camarilla Content. If you choose not to agree with any (part) of these Terms, you may not use the Services. The Terms consist of the following elements:

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These Terms form, together with the Privacy Policy, the complete agreement between You and Camarilla. Should any provision of these Terms be deemed invalid by a court of a competent jurisdiction, the invalidity of these specific provisions shall have no effect on the validity of the remaining provisions. These remaining provisions of these Terms shall remain in full force and effect. Whilst there will be translations of these Terms in local languages, this English version shall prevail.

Although this document is a proper legal document and is written as a legal contract, the most important thing is to use your common sense when using the Camarilla Services.

Camarilla reserves the right to modify these Terms at any time. We will inform You about these modifications. Your continued use of Our Services means explicit agreement with the modified Terms. Camarilla shall make reasonable efforts to notify You using a reasonable notice period when a new version of these Terms is published on Camarilla website and application and before they become effective. Should you disagree with the new version of the Terms, you shall stop using the Services. Your continued use of the Services shall imply that You accept the amended or changed Terms of Camarilla.

## 2. Definitions

Words that are capitalized shall have the following meaning:

<b>Term</b>	<b>Meaning</b>
<b>Camarilla</b>	Camarilla B.V., also referred to as the Company, We or Us is the operator of the Services
<b>Camarilla-Content</b>	Content of other (intellectual) properties that belong to Camarilla or are licensed to Camarilla
<b>Chat(s)</b>	Messages on Camarilla between You and Your Camarilla Contacts
<b>Contact</b>	Another physical person with whom you have connected using the Services with whom you can share Content, with a maximum of 15 (fifteen) persons
<b>Content</b>	Posted content using the Services, whether photo's, video's images, sound recordings, text, location data or chats
<b>Privacy Policy</b>	The Camarilla policy that describes the information we collect, how we use that information and how we share that information
<b>Services</b>	All Services that are rendered by Camarilla to you, consisting of the Camarilla application, the underlying software and the Camarilla Website
<b>Terms</b>	These terms and conditions
<b>You</b>	The user of the Services. Also used as Your or Yours

## 3. Basic terms, rights and responsibilities

### 3.1. Access to Camarilla's Services

Subject to Your acceptance of these Terms, Camarilla authorizes You to use the Services for personal use. In order for You to be able to access the Services, you acknowledge and agree that you will have to provide Camarilla with your mobile phone number. You authorize Camarilla to access your list of contacts for the purpose of enabling the invitation process. Camarilla shall only collect names and mobile phone numbers from your list of contacts. Furthermore, you shall grant Camarilla and its Services access to the camera roll of your mobile phone.

We provide the Services to You on an "as-is" and "best-effort" basis without warranties of any kind, either expressed or implied, including but not limited to: appropriateness for a particular purpose or non-infringement of any intellectual property rights. Although we make best efforts, we cannot guarantee the availability, security and bug-freeness of the Services.

Camarilla permits You to share Content with Your Contacts for personal purposes. Camarilla reserves the right to discontinue any element of its Services at any time, with or without prior notice. Furthermore, We reserve all rights to suspend any user access to the Services, whether we can substantiate the reasons thereto or not.

After Camarilla or You have terminated the account that permits You to access the Services, all Your rights under these Terms shall be terminated with immediate effect.

### **3.2. Use of Our Services**

Camarilla's Services allow You to submit (profile) photos and Chats (together "Content") to Your Contacts. Photos shall be visible to your Contacts and Chats shall always be in a "one-on-one" relationship with one of your Contacts. We however cannot, despite our best efforts, guarantee confidentiality of Content that you published using Our Services.

You are solely responsible for the uploaded Content and the consequences of posting it. Camarilla is only acting as operator of the Services that act as a repository of Content. Your Content does not necessarily represent the views or opinions of Camarilla and We make no guarantees regarding the validity, accuracy or legal status of Your Content.

You explicitly acknowledge that You are responsible and liable for all potential third party (data)costs related to the use of the Services.

### **3.3. Camarilla guidelines and basic terms**

Camarilla is about sharing Your most intimate moments with Your 15 most loved ones. The guidelines shown below should be clear when taking into account the objective of the Services.

1. Users of the Services must be at least 16 years old;
2. You shall not use the Services to distribute offensive, violent, discriminating, pornographic, illegal or intellectual property right infringing Content;
3. You declare that all personal data that were provided to Camarilla when signing up for the Services are accurate, true, up to date and complete;
4. The following actions are not allowed: harassment, insulting or otherwise intimidating physical persons;
5. You shall not collect and/or publish private or confidential information using the Services, such as credit card data, fiscal or governmental ID's, unregistered telephone numbers or e-mail addresses;
6. You shall not use the Services for illegal activities;
7. You are solely responsible for keeping your access codes to Camarilla safe and secure;
8. You shall never try to access the Services using the username and password of another user;
9. You shall not use or launch any automated system, including without limitation, "robots", "load testers" or "offline readers", that access the Services;
10. Camarilla does not authorize the operators of public search engines such as Google, Yahoo!, DuckDuckgo and Bing to use spiders to copy or scrape Content. Camarilla does authorize and allow the operators to copy and/or scrape Camarilla Content from the Camarilla website for the sole purpose of creating accessible indices of the available materials. Camarilla reserves the right to withdraw this permission in generic of specific cases;
11. You shall not spam Your Contacts or solicit them for commercial purposes.

Violation or suspected violation of any of these basic terms can lead to Camarilla, in its sole discretion, temporarily or permanently suspending Your access to the Services.

### **3.4. Security and monitoring**

You shall not attempt to gain unauthorized access to any part of the secure Camarilla network environment. You need Our written permission to measure, test or otherwise monitor any network equipment, servers or other assets hosted on our domain.

## **4. Intellectual property rights**

This section contains provisions regarding intellectual property ("IP") rights. Firstly, Your IP rights are discussed, then Camarilla's IP rights and thirdly the IP rights of third parties.

### **4.1. Your IP rights**

You will remain owner of Your IP rights related to the Content posted using Our Services. In order for Camarilla to be able to provide users with the Services, You hereby grant Camarilla an eternal, non-exclusive, fully paid-for and royalty-free, worldwide, sub-licensable and transferable license to use, reproduce, distribute, display Your Content in connection with the Camarilla Services.

## 4.2. Your IP rights

Camarilla is the sole owner of its intellectual property rights to the Camarilla Content, including the Services, trademarks, graphics and interactive features and logos. They are all subject to copyright and other intellectual property rights under Dutch laws and international treaties and conventions. We reserve all rights not expressly granted in and to the Services.

You agree not to use, copy or distribute any of the Services other than as meant in these Terms. Camarilla does not allow any attempt to re-engineer our system, application or protocols.

Camarilla allows third parties to use its logo, whether or not in combination with the brand name and screenshots for informational purposes or reference.

## 4.3. Third party IP rights

Camarilla respects third party IP rights and We expect You to do the same. With regards to Your Content, You affirm, represent or warrant that You hold the necessary licenses, rights and/or permissions to post the Content using the Services. Furthermore, You confirm that You have (written) consent of each potentially identifiable individual person in the photo or Chat to use the name or image of each and every such identifiable person to include in Your photo or Chat in the manner contemplated by these Terms. To be more precise: you need to have the rights to publish Your Content using the Services and You will retain all rights of Your Content. In order for You to use the Services, you grant Camarilla a license as mentioned in 4.1.

Camarilla has no obligation whatsoever to monitor Content that possibly infringes any third party copyrights or intellectual properties.

## 4.4. IP infringements and unlawful acts

Related to Your Content, You agree that you will not:

1. Post intellectual property protected materials;
2. Publish misrepresentations that could damage Camarilla or a third party;
3. Commit an unlawful act in regards to a person's portrait or personal information.

Should one of your Contacts share any material via the Services that may infringe IP rights, you can notify us by e-mail via [copyrights@getcamarilla.com](mailto:copyrights@getcamarilla.com). Camarilla shall report the potential copyright infringement using the anti-piracy authority of the Netherlands, Stichting Brein. Camarilla reserves the right to singlehandedly remove any Content and to terminate anyone's access to Our Services with or without prior notice and at its sole discretion.

## 4.5. Your feedback to Camarilla

Camarilla has a strict policy not to accept any third party ideas, information or other materials, except when asked for specifically using the basis of a two-party contract. The goal of this policy is to avoid situations where Your ideas resemble ideas that Camarilla has already developed independently of You. The consequence is that Camarilla does not accept unsolicited materials and we do not accept responsibility or liability for any unrequested material.

If You, despite the policy described above, decide to share any ideas or information with us, You acknowledge and explicitly agree that it is up to Camarilla's free judgment and discretion to use any such material for any purpose, such as the development of new services. We shall not be liable for any payment whatsoever.

# 5. Warranties, liability and indemnification

## 5.1. General warranty disclaimer

When using Camarilla's Services by accepting these Terms, You agree that Your use of the Services is at your sole risk to the maximum extent that is permitted by law. Camarilla, its board of directors (both executive and non-executive), its shareholders, parent- and sister companies and employees disclaim all warranties, explicit or implied, in connection with the Services and Your use thereof.

Like stated earlier in these Terms, even though Camarilla uses commercial efforts to assure the best Services, Camarilla makes no warranties about the:

- Availability, including any interruption or cessation, and security of its Services;
- Possible bugs, viruses or the like which may be transmitted to or from Our Services;
- Accuracy, up-to-date ness and completeness of Content or Camarilla Content;
- Errors, mistakes or inaccuracies of Content;
- Personal injury of any nature whatsoever;
- Unauthorized access to or the use of our servers and/or all personal information of any kind stored therein;
- Errors or omissions in any Content, whether Your Content or Camarilla Content, or for any loss or damage of any kind incurred as a direct or indirect result of the use of Our Services or of any Content posted, emailed, transmitted or otherwise made available via the Camarilla Services.

Camarilla does not warrant or endorse or assume responsibility for any product or service that might be advertised and offered by a third party through the Services or any link to a website in any Content or other form of advertising. Camarilla is not part of any transaction between You and a third party. Like in all other procurement of goods or services, You should use Your best judgment and exercise caution where appropriate.

## **5.2. Liability and limitation thereof**

Camarilla, nor its board of directors, employees or shareholders, parent- or sister companies shall in any event be liable to You for any direct, indirect or consequential damages whatsoever resulting from any of, but not limited to, the items listed below:

- Unavailability, interruptions or cessations of the Services;
- Errors, bugs, viruses in the Services, whether or not the result of Content of third parties;
- Errors, mistakes or inaccuracies of Content;
- Offensive, illegal or defamatory conduct of any Contact or third party;

Camarilla controls and offers the Services from its facilities in the Netherlands and its cloud-based datacenters in Ireland. We make no warranties or representations that the Services are appropriate for the use in any specific country. You use Our Services at Your sole discretion and You are the sole responsible for compliance to local laws and regulations.

## **5.3. Indemnity**

You agree that you shall indemnify Camarilla and hold Us harmless from and against any and all damages, claims, obligations, losses, liabilities, expenses and costs of any kind including legal representation arising from:

- Your use of Our Services;
- Your non-compliance to these Terms;
- Your violation of any rights of a third party, including but not limited to: copyrights and intellectual property rights;
- Potential damages that were the direct or indirect consequence of Your Content.

This obligation to indemnify shall survive these Terms and Your use of Our Services for an undefined period.

# **6. Concluding remarks**

## **6.1. Ability to act**

You confirm hereby that you are either able to act on Your own or that You possess legal parental or guardian consent and are fully competent to agree to these Terms. The same applies for indemnifications, representations and warrants that are set forth in these Terms.

## **6.2. Regional restrictions to the use of Our Services**

The Content and Camarilla Content, together with the Services in general, are not meant for distribution or use in any country or jurisdiction where such use or distribution would be a violation of any law or other official rule. Furthermore, use or distribution is not intended for any country in which Camarilla would have to be registered.

You confirm that you are not a citizen of any country that is listed on the sanction list of the FATF, including but not limited to: Congo, Birma, Zimbabwe or Sudan.

### **6.3. Assignment**

You may not transfer or assign any rights or licenses granted under these Terms to anyone. Any (attempt) assignment or transfer of Your rights under this agreement, without prior written approval by Camarilla, shall be void. Camarilla may assign its relationship with you wholly or partially without any restriction.

### **6.4. Jurisdiction and governing law**

You agree that the Camarilla Services shall be deemed to be solely based in the Netherlands. Any claim or dispute between You and Camarilla shall be decided exclusively by the civil court of Amsterdam, the Netherlands, unless local laws determine otherwise

You and Camarilla agree that any dispute or other legal action must commence within one (1) year after the cause of action accrues. If this condition has not been met, such cause of action is permanently barred.

### **6.5. Arbitrage**

Any claims or disputes arising out of the agreement between You and Camarilla must be litigated on an individual basis as described in clause 6.4 and not on a class basis. Claims of more than one user cannot be litigated jointly or consolidated with those of any other user.

### **6.6. Confidentiality**

No part of any procedures described in clauses 6.4 and 6.5 shall be open to the public, unless required by law, or the media. Any evidence discovered or disclosed at the court is confidential and may not be disclosed except by written notice of Camarilla, unless such disclosure is pursuant to a court order or required by law.

### **6.7. Formal complaints**

Should You have any formal complaints that You wish to resolve amicably, You can direct Your formal complaint to:

**Camarilla B.V.**

**Attn: legal department**

**Rokin 111**

**1012KN Amsterdam**

**THE NETHERLANDS**

### **6.8. Complete agreement**

We hereby confirm to You that these Terms, in combination with the Camarilla Privacy Policy, form the complete agreement between You and Us. These Terms replace any preceding agreement between You and Camarilla.