

Smile Creators Subscription Terms

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS TO AND/OR USE OF YOUR SMILE CREATOR SUBSCRIPTION CAREFULLY.

1. Scope of Agreement

Unless otherwise indicated, this Subscription Agreement (also referred to as "Agreement") applies to (i) your Monthly, Half Yearly or Yearly subscription ("Subscription") and (ii) your use of and/or access to the Smile-creators.com website ("Smile Creators" or "Smile Creators website" or the "Website") and/or other websites (collectively, "Website") which are owned or operated by Smile Creators V.O.F. (Smile Creators also called in this Agreement and referred to as "we") (a company under Dutch law) or its affiliates including any portions thereof available only to subscribers. This Agreement and the terms and conditions of the Website forms the entire agreement between you and Smile Creators. Communications concerning Monthly, Half Yearly or Yearly Subscriptions should be sent to Smile Creators, Maaskantje 40, 5271 XG Sint-Michielsgestel (The Netherlands). Your use of the Smile Creators website will also be subject to your agreement to terms and conditions provided on the Website (the "Website Terms and Conditions").

2. Binding Agreement

We reserve the right, in our sole discretion, to change, add or remove provisions of these Terms at any time. You will be notified by e-mail if these Terms are updated. You may also find the Terms through the "Terms" link page on our Website. By using the Website, including after any changes are posted to these terms or you are otherwise notified of such changes, you agree to these Terms and accept those changes, whether or not you have reviewed them. If you do not agree to these Terms, you should not use or access the Website and you should cancel your Subscription forthwith.

3. Your Subscription (rights)

Unless otherwise specified, we grant you a personal, non-exclusive, non-transferable, limited right for the duration of the Agreement to access, use and display the Website and the material provided thereon and in, for your personal, non-commercial use, provided that you comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense your rights as a subscriber. You agree to be financially responsible for your Subscription.

If you do not comply with any of the provisions of this Agreement at any time or act unlawfully towards Smile Creators, we reserve the right to postpone, cancel or terminate your use of and access to Smile Creators Website and/or other websites and platforms (or any part thereof) without prior notice.

In our sole discretion and without prior notice or liability, we may discontinue or modify any aspect of the Website, including, but not limited to, (i) restricting the time period for viewing, limiting ISP usage and/or the Website are available, (ii) restricting the amount of use and/or access permitted, and (iii) restricting or terminating anyone's right to use and/or access the Website.

4. Charges and Fees

The Subscription fee is agreed upon and paid in advance. Smile Creators retains the right to change prices/fees. No rights can be derived from promotions or special offers, before or after. Any price adjustments are sufficiently announced by Smile Creators at least 1 month in advance. If a price/fee adjustments result from the Dutch law, such as those with regard to VAT, these will be implemented immediately.

5. Payment

All subscriptions must always be paid in advance.

In the event of late payment, you are legally in default. You will be informed of this in writing by Smile Creators and then have the obligation to pay the amount still due within 2 weeks.

After the expiry of the new payment date, Smile Creators is entitled to charge statutory interest and extrajudicial costs on the grounds of Article 6:96, paragraph 2 under C and paragraph 5 of the Dutch Civil Code. Furthermore, Smile Creators is and remains authorized to terminate your access to the Smile Creators Website and/or other websites and platforms and to take any and all appropriate technical measures it deems necessary.

If you still do not meet your payment obligation, Smile Creators is authorized to take legal measures.

6. Cancellation of Subscription

Monthly, Half yearly and Yearly subscriptions will be canceled automatically at the end of the subscription period, unless you and Smile Creators have agreed upon a new Monthly, Half yearly or Yearly subscription

7. Refunds

Our fees, including the full monthly fee for any month (or portion thereof) elapsed (regardless of whether you logged onto the Website during that month), are nonrefundable. All subscriptions are nonrefundable and can be cancelled by you at any time but are not eligible for any partial or full refund. If we terminate your subscription (as opposed to you canceling your subscription), due to your violation or non-compliance of this Agreement, you forfeit your monthly fee or remaining balance on your Monthly, Half Yearly or Yearly subscription.

8. Availability of Subscription

The availability and use of subscription may be limited based on your internet connectivity, and time availability or other criteria we may establish from time to time. You understand and agree we may disallow you from subscribing to subscription or may terminate your subscription at any time based on these criteria. For example, if you share your personal login information or allow groups to access the Website, your Subscription shall be terminated automatically.

9. Disclaimer of Warranty

PLEASE NOTE THAT Smile Creators tutorials do not provide any form of official certification. Unless stated explicitly in the Agreement, Smile Creators provides no warranty and explicitly does not grant or SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

Although care has been taken to ensure the accuracy of information (including tutorials) on the Website, Smile Creators assumes no liability, therefore. Smile Creators hereby disclaims any representations and warranties of any kind, either express or implied, including without limitation warranties of fitness for a particular purpose, non-infringement, title or as to operation or content.

The security of information transmitted through the internet can never be absolutely guaranteed. Smile Creators does not warrant or make any representations as to the security of the Website.

10. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RESULTING FROM (A) ACCESS TO, OR

THE INABILITY TO ACCESS OUR WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR YOUR SUBSCRIPTION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF YOUR SUBSCRIPTION, ANY PROVISION OF THIS AGREEMENT, OR ANY PRACTICE OR POLICY OF OURS (INCLUDING WITHOUT LIMITATION ANY CHANGE IN CONTENT, OR IN THE AMOUNT OR TYPE OF FEES ASSOCIATED WITH SUBSCRIPTION), YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF YOUR SUBSCRIPTION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

The Smile Creator Website may contain links that will let you access other websites that are not under the control of Smile Creators. The links are only provided as a convenience and Smile Creators does not endorse any of these sites. Smile Creators assumes no responsibility or liability for any material that may be accessed on other web sites reached through the Smile Creator Website nor does Smile Creators make any representation regarding the quality of any product or service contained at any such site.

Smile Creators prohibits unauthorized links to Smile Creators Website and the framing of any information (including tutorials) contained on Smile Creators Website. Smile Creators reserves the right to disable any unauthorized links or frames. Smile Creators has no responsibility or liability for any material on other web sites or software that may contain links to Smile Creators Website.

11. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of any Smile Creators services (including, without limitation, Monthly, Half yearly and Yearly Subscription), your violation of this Agreement, or the infringement or use by you or any other user of your account, of any intellectual property or other right of any person or entity.

12. Governing Law and Choice of Forum

These Terms are governed by and construed in accordance with Dutch law, unless otherwise determined on the basis of mandatory law.

You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the Court Oost Brabant located in Den Bosch (The Netherlands) and you hereby consent and submit to the personal jurisdiction of this court for the purposes of litigating any such action.

13. Miscellaneous Terms

In any action against us arising from the use of subscription, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs and reasonable attorney's fees; subject, however, to our limitation of liability under Section 10 hereto. For the avoidance of doubt, our total liability to you shall not exceed the amount paid by you for your subscription. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, as it may be updated from time to time, together with the Website Terms and Conditions, are the entire agreement between you and Smile Creators relating to the subject matter herein. In case of a conflict between the stated in this Agreement and the stated in the terms and conditions of the Website, the terms and conditions of this Agreement shall prevail.

Smile Creators may assign its rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors and assigns. You agree that if we do not exercise or enforce any legal right or remedy under this Agreement (or which we would have under any applicable law), that will not be construed as a waiver of our rights.

Website Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR ACCESS TO AND/OR USE OF THE WEBSITE CAREFULLY.

1. Scope of Agreement

Unless otherwise indicated, these Terms and Conditions ("Terms") apply to your use of and/or access to the Smile Creators website and/or other websites (collectively, "Website") which are owned or operated by Smile Creators V.O.F. or its affiliates (collectively, "we," "us," or "our"), including any portions thereof available only to subscribers.

In addition to the applicable terms set forth herein, access to the Website shall be subject to (your unconditional acceptance of) the Subscription Agreement which is incorporated into these Terms by this reference. The definitions as stated in the Subscription Agreement shall also apply to the terms and conditions of the Website, unless explicitly stated otherwise.

2. Binding Agreement

We reserve the right, in our sole discretion, to change, add or remove provisions of these Terms at any time. You will be notified by e-mail if these Terms are updated. You may also find the Terms through the "Subscription Terms" link page on our Website. By using the Website, including after any changes are posted to these terms or you are otherwise notified of such changes, you agree to these Terms and accept those changes, whether or not you have reviewed them. If you do not agree to these Terms, you should not use or access the Website and you should cancel your subscription.

3. Your Access to the Website

If you do not comply with these Terms or the subscription Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or use of and access to the Website (or any part thereof).

You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Website using another username or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without notice to you, or to exercise any other remedies available to us under these Terms or by law.

4. Charges and Fees

You are responsible for all charges and fees associated with signing up for and connecting to the Website.

Certain portions, components, content and features of this Website are only available to paying subscribers. You are entirely responsible for maintaining the confidentiality of your password and user account information and for all activities which occur under your account. You must notify us immediately in the event of any known or suspected unauthorized use of your user account or breach of security. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you notify Smile Creators of such breach of security.

5. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review the Privacy and Cookie Policy, which is incorporated into this Agreement by this reference.

6. Automatically Become a Registered User

Once you have accepted these Terms, the Subscription Agreement and the Privacy and Cookie Policy,

and have paid for the chosen subscription, you automatically become a registered user of this Website, which provides you with access to certain products, offerings, features, or resources of the Website such as the ability to post messages on one of the Community Areas. A "Community Area" means any blog, personal page, group page, chat room, message board, Live classes, or similar activity where you can communicate with other users of the Website or post your own information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, notes, drawings, articles and other materials (collectively, "Content"). If you cancel your subscription, you will remain a registered user of the Website unless you specifically request otherwise.

7. Restrictions on Use of Materials

You acknowledge that the Website may contain Content that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights. All Content is copyrighted under the Dutch copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Website are trademarks of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way commercially exploit, any of the Content, in whole or in part. When Content is received by you in printed form or downloaded to your computer, you do not obtain any ownership interest in such Content. The Website and all Content is solely for your personal, non-commercial use and use of any Content for any other purpose, is prohibited without our prior written consent.

8. Community Standards and Conduct Guidelines

You acknowledge that all Content posted, emailed, or otherwise transmitted to, via or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings made by others and, as such, do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of the Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings.

You agree not to use this Website (including any Community Areas) to:

- a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- b. Harm minors in any way or solicit or otherwise attempt to gain any information from a minor, or place content showing minors without written consent of their parents or legal guardians;
- c. Impersonate any person or entity, including, but not limited to any user of this Website, a director, officer, employee, shareholder, agent or representative of ours or any other person or entity, or falsely state or otherwise misrepresent your affiliation with us or any other person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;

- e. Upload, post, email or otherwise transmit any Postings or other materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- h. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of this Website;
- j. Interfere with or disrupt this Website or servers, or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- l. "Stalk" or otherwise harass another user or employee of this Website;
- m. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website; or
- n. Access or attempt to access another user's account.

Your privilege to use and/or access this Website (including the Community Areas) and contribute to discussions on the Community Areas depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use and/or access all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to the community standards and conduct guidelines, or any part of these Terms, we may terminate, in our sole discretion, your use of, or participation in, any Community Area.

Except as may otherwise be provided in our Privacy and Cookie Policy, all Community Area communications, including, but not limited to, chat, message board, blog, groups, and profile communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Community Area) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Community Areas, we are acting as a passive conduit for such distribution and are not undertaking any obligation or liability relating to any Postings or activities in any Community Areas, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any Posting for any reason, we have no obligation to review Content prior to when it is posted or to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from the Website, and we are not liable for any loss you incur in the event that Content you post or transmit to the Website is removed.

9. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website

any Content (collectively, the "Submissions"), you grant us and our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right for indefinite time (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions, unless otherwise agreed in writing. You also permit any user to access, display, view, store and reproduce for personal use any Submission that you have made available in a Community Area. Subject to the foregoing, the owner of a Submission placed on this Website retains any and all Rights that may exist in such Submission. Except as provided in our Privacy and Cookie Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

INSOFAR YOU UPLOAD PERSONAL DATA (SUCH AS BUT NOT LIMITED TO PHOTOGRAPHS OR VIDEOS) YOU ENSURE AND GUARANTEE THAT YOU HAVE RECEIVED A PRIOR EXPLICIT CONSENT OF THE INDIVIDUAL(S)/PERSON(S) ON THAT PHOTO OR IN THAT VIDEO AND THAT YOU HAVE FULLY COMPLIED WITH ANY AND ALL OF YOUR LOCAL AND NATIONAL PRIVACY RULES AND REGULATIONS FOR SHARING AND UPLOADING THIS PERSONAL DATA ON THE WEBSITE (AND TO BE (RE-)USED IN ACCORDANCE WITH THE GOAL OF THE WEBSITE). YOU ARE AWARE THAT ANY VIOLATION OF PRIVACY RULES AND REGULATIONS SHALL HAVE SEVERE CONSEQUENCES, SUCH AS DAMAGES AND PENALTIES. VIOLATION OF PRIVACY RULES AND REGULATIONS SHALL ALSO HAVE A NEGATIVE EFFECT ON THE TRUSTWORTHINESS OF THE WEBSITE AND OF SMILE CREATORS. IN CASE OF ANY VIOLATION OF THE PRIVACY RULES AND REGULATIONS SMILE CREATORS SHALL HOLD YOU LIABLE FOR ANY DAMAGES (INCLUDING COSTS AND PENALTIES) THAT MAY OCCUR AS A RESULT OF YOUR VIOLATION.

10. Parental or Guardian Permission

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing this Website. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE OR TO ENTER INTO AN AGREEMENT WITH SMILE CREATORS

11. Website Links

These Terms apply to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any Content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any Content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such Content, advertisements, products or other resources).

You should direct any concerns with respect to any other website to that website's administrator or webmaster.

12. Third Party Products and Services

You may be able to order services, merchandise or other products through the Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products of the Third-Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third-Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third-Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

13. Copyright Complaints

We respect the intellectual property of others and ask our users to do the same. We may, in appropriate circumstances and in our sole discretion, terminate the rights of any user to use and/or access the Website (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information:

- a. a physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner;
- b. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this Website are covered by a single notification, a representative list of such works);
- c. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website;
- d. your name, mailing address, telephone number and email address;
- e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- f. a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Notices and counter-notices with respect to this website should be sent to our designated agent for notice of claims of copyright infringement: Smile Creators, Maaskantje 40, 5271 XG Sint-Michielsgestel.

14. Relationship between Smile-Creators.com and Smile Creators

Smile-Creators.com is a subsidiary of **Smile Creators** and is authorized to use under license the **Smile Creators** brand and intellectual property on the Internet. **Smile Creators** is the trade name and the registered trademark and service mark of **Smile Creators** as are certain other trademarks and service marks used on this Website under **Smile Creators** control.

15. Disclaimers of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE PRODUCTS, CONTENT AND MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATABILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

NEITHER WE, NOR ANY OF OUR LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THIS WEBSITE OR ANY FUNCTION CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY PRODUCT, CONTENT AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR ACCESS TO THIS WEBSITE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL.

NEITHER WE NOR ANY OF OUR LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN, OR OFFERED THROUGH, THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

16. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RESULTING FROM (A) USE OF AND/OR ACCESS TO, OR THE INABILITY TO USE AND/OR ACCESS THIS WEBSITE; (B) USE OF ANY CONTENT ON THIS WEBSITE OR ANY WEBSITE LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORIZED ACCESS TO, USE OF OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE WEBSITE; OR (F) ANY OTHER MATTER RELATING TO THIS WEBSITE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR YOUR SUBSCRIPTION. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, ANY PROVISION OF THESE TERMS, OR ANY PRACTICE OR POLICY OF OURS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE WEBSITE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

17. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney's fees and expenses) arising from your improper use of any Smile-Creators.com products or services (including, without limitation, the Website), your violation of these Terms, or the infringement or use by you or any other user of your account, of any intellectual property or other right of any person or entity.

18. Governing Law and Choice of Forum

These Terms are governed by and construed in accordance with Dutch law, unless otherwise determined on the basis of mandatory law.

You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the Court Oost Brabant located in Den Bosch (The Netherlands) and you hereby consent and submit to the personal jurisdiction of this court for the purposes of litigating any such action.

19. Miscellaneous Terms

In any action against us arising from the use of the Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs and reasonable attorney's fees; subject, however, to our limitation of liability under Section 16 hereto. For the avoidance of doubt, our total liability to you shall not exceed the amount paid by you for your subscription. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, as they may be updated from time to time, together with the Monthly Pass Subscription Agreement and any Conditions and Additional Website Terms, are the entire agreement between you and us relating to the subject matter herein.

We may assign its rights and obligations under these Terms. These Terms will inure to the benefit of our successors and assigns. You agree that if we do not exercise or enforce any legal right or remedy under these Terms (or which we would have under any applicable law), that will not be construed as a waiver of our rights.

(Last modified on January 30, 2020)