

# User Terms and Conditions

date 27th of April 2018

This document regularly talks about "Account", which is a collective name for an Account within the services of Dvotion. If, for example, you have an Account on offorte.com, it automatically falls under the name "Account". By "Customer", "Customers", "User", "Users", "you" and "your" we mean you as User of the services of Dvotion. With "Dvotion", "Offorte", "Service", "Services", "we" and "us" we mean Dvotion B.V. located at the Bramentuin 28 in Teteringen, the Netherlands. Dvotion is registered with the Chamber of Commerce under number 20102594.

Offorte.com is a service of Dvotion BV. By using Offorte.com ("Service") and all services provided by Dvotion, you agree to the Terms and Conditions and User conditions of Dvotion. These conditions are intended to provide customers and Users with clarity about the service. All Users of Dvotion services, in whatever form, are bound by these User Terms and our Terms and Conditions.

## General

Dvotion supports the uncensored exchange of information and ideas about the Internet and, under normal circumstances, we do not actively monitor the activities of our Users. Dvotion does not monitor websites, newsgroups and e-mail traffic. However, in accordance with our Terms and Conditions, Dvotion is permitted to remove material that in our view is illegal, may result in damage claims and / or is in conflict with these User Terms. Dvotion may cooperate with competent authorities and / or other third parties to investigate criminal and other undesirable activities. Any action by Users in violation of these User Terms and Conditions may result in the termination or suspension of your Dvotion accounts and actions as described in various articles below without prior notice.

You may not use your Dvotion account to publish material that, in the opinion of Dvotion, is illegal, offensive, inappropriate or undesirable. The word 'material' should be understood as all communication including written word, graphics (photos, illustrations, images, drawings, logos), executable programs, video recordings and audio recordings.

If your Dvotion account is used for activities in violation of our User Conditions or Terms and Conditions, we reserve the right to terminate your account without notice. We prefer to inform customers in advance about such undesirable activities and give them the opportunity to take appropriate action to prevent these activities. Serious violations of our Terms and Conditions and Terms and Conditions, however, result in immediate termination of the service. Our failure, for whatever reason, in strictly checking and fulfilling this policy can in no way be interpreted as a license for undesirable behaviour. Dvotion can still assert its rights at any time and impose its policy on offenders.

## Violations of Dvotion's User Terms

The following points are considered violations of the User Terms:

1. Illegal use: the services of Dvotion may not be used for illegal activities or the support of illegal activities. Dvotion reserves the right to cooperate with competent authorities and / or victims in investigating alleged illegal practices.
  2. Damage to minors: use of services of Dvotion that cause damage to or attempt to harm minors. Primarily, but not exclusively, the prevention of child pornography.
  3. Threat: the services of Dvotion may not be used for sending any material (e-mail, uploads, postings in newsgroups or otherwise) that contains threats and / or encouragement to damage to persons, institutions and / or belongings.
  4. Stalk or harassment: the services of Dvotion may not be used for sending any material (e-mail, uploads, postings in newsgroups or otherwise) that someone harasses and / or stalks.
  5. Fraudulent activities: the services of Dvotion may not be used to make fraudulent offers to buy or sell goods and / or services or to promote scams such as pyramid schemes, chain letters and the like.
  6. Duty or occur as someone else: adding, removing or modifying network headers in an attempt to deceive or light someone up is prohibited. Impersonating yourself as someone else by forged headers or other information concerning a person's identity is prohibited. The use of anonymous remailers or nicknames is not covered by the prohibition of this article.
  7. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): the services of Dvotion may not be used to send unsolicited commercial e-mail and unsolicited bulk e-mail. Violations of this type lead to direct closure of the relevant Dvotion account.
- IMPORTANT NOTICE: Services and / or servers that support spammers or that cause our IP addresses to end up in one of the spam databases are immediately closed and / or deleted from our network. The server will only be reconnected from the moment you guarantee that you have removed all traces of the material in question and you give us permission and access to the server to verify that all material has been completely removed. A possible second violation leads to immediate permanent removal of the server from our network without prior notice.
8. E-mail or news bombardments: malicious intent to make it impossible for someone else to use electronic mail and / or news services leads to termination of the relevant Dvotion account.
  9. E-mail or message falsification: falsification of a message header, partial or total, of any electronic transmission arising or coming via a service of Dvotion is a violation of these User Conditions.
  10. Usenet spamming: Dvotion does not tolerate misuse of its network for posting messages or commercial advertisements that go against the rules, FAQ or statutes of a newsgroup or mailinglist. Commercial messages that are in accordance with the regulations of a newsgroup or mailinglist or that are specifically requested by the recipients are permitted.
  11. Unauthorised access: misuse of the services of Dvotion to access or attempt to do so to third-party accounts is not permitted. Penetrating security of hardware or software from Dvotion and / or third parties is not permitted. The above cases lead to immediate termination of your account regardless of whether damage has actually been caused.

12. Infringement of copyright or trademarks: use of Dvotion's services to distribute in any way goods that are subject to copyright or trademark or violate a patent, trade secret or other rights of third parties is not permitted. Examples include the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from books, magazines and other sources with copyright and the unauthorised distribution of copyrighted software.

13. Collection of personal data: use of the services of Dvotion for the collection of personal data of third parties without knowing and having given permission to do so.

14. Network disruptions and other hostile activities: use of the services of Dvotion for activities that prevent or disrupt the possibility of third parties to use the services of Dvotion and / or the Internet is not permitted. This includes, among other things, DoS and DDoS attacks on systems of Dvotion and / or third parties and other undesired and illegal activities. Abuse leads to immediate cancellation of your Dvotion account.

15. Dispersion of viruses: deliberate distribution of software that is intended to cause damage to the systems, software and data of third parties and / or that that third party is enduring and / or threatening is prohibited and leads to immediate cancellation of your account.

16. Liability for third parties: Users of Dvotion are responsible and liable for activities that third parties undertake, using their account, that violate the guidelines in these User Terms and Conditions.

17. Violations of Dvotion Virtual Accounts: it is absolutely forbidden to host pornographic material or IRC servers on Virtual Accounts without prior permission. Virtual server accounts that are caught on the hosting of such material are immediately closed without any refund of prepaid amounts.

18. IRC networks: it is absolutely forbidden to host an IRC server that is part of, or connected to, another IRC network or server. Servers who violate this rule will be immediately removed from our network. The server will only be activated again when all traces of the IRC server have been removed and Dvotion has access to your server to check this. Every server that is caught for a second time will be removed immediately, but then permanently.

## **Security**

You are responsible and liable for any misuse of your account, even if the unwanted activities were carried out by a friend, family member, guest or employee. You therefore need to take the necessary steps to prevent third parties from gaining unauthorised access to your account. In addition, you may not attempt to gain access to another network or server without your permission.

- Your password gives you access to your account. It is your responsibility to keep your password confidential.
  - It is forbidden to share your password and access to your account with others. You must prevent others from using your account as you are responsible for this use.
  - It is strictly forbidden to try to retrieve the login details of another User. This leads to the termination of your account.
  - You must take the necessary security measures to prevent misuse of your account from third parties.
  - It is not allowed to bypass User ID or security of host, network or account. This includes, among other things, providing access to data that is not intended for you, logging into or using a server or account for which you have not received explicit permission or scanning the security of other networks. The use of or the distribution of tools designed to circumvent or break security measures is prohibited. Examples include programs that guess passwords, tools that can crack security and tools that scan networks for security leaks.
  - Denial of Service (DoS) attacks, Distributed Denial of Service (DDoS) attacks, e-mail bombs and the like are not permitted.
  - Users who attempt to circumvent or break the security of systems or networks can be prosecuted under criminal and civil law.
- Dvotion will fully cooperate with the competent authorities and other stakeholders who investigate such matters.

### **Network performance**

The accounts of Dvotion share various facilities. Excessive use or abuse of these facilities by a customer can have negative consequences for all other customers. Abuse and use of the network, CPU time, memory, disk space and sessions in a manner that disproportionately seize the facilities are prohibited under these User Terms and may lead to the termination of your account or limitation of these activities.

### **Reporting violations of these Users Terms**

Dvotion requests anyone who believes that there has been a violation of these User Terms and Conditions to report this violation to our abuse department at [support@offorte.com](mailto:support@offorte.com).

If possible, please enclose the following information:

- The IP address from which the alleged violation was committed
- The date and time of the alleged violation with the time zone or the difference with GMT
- Proof of the alleged violation

E-mail with complete header information and system log files comply with the information request above. Other situations require different methods for providing the requested information. Dvotion can take one or more of the following actions as a result of complaints:

- Written or verbal warnings
- Stop the possibility of posting in newsgroups of a member
- Stopping a member's account
- Terminating an account of a member
- Charging administrative and / or reactivation costs
- Claim damage and take legal action

### **Ask**

Any questions about these Terms and Conditions can be sent to [support@offorte.com](mailto:support@offorte.com)

### **Changes to these Users Conditions**

Dvotion reserves the right to revise, adapt or extend these User Terms and Conditions and other Terms and Conditions at any time. Notification of changes takes place in accordance with our General Terms and Conditions.