



Terms and Conditions – Real Face Value B.V.

Last updated: 23-04-2021

1. Introduction

These Terms and Conditions (“Terms”) contained on this webpage shall govern your use of the Real Face Value B.V. services (“service”). These Terms apply in full force and effect to your use of this service and by using this service, you expressly accept all terms and conditions contained herein in full. You must not use this service if you object to these terms.

This service is not designed for use by any minors (defined as those who are not at least 18 years of age), and you must not use this service if you a minor without the consent of a legal guardian. Further, our services can only be accessed for residents in the Netherlands and other EU member states.

2. Intellectual Property Rights.

Under these Terms, Real Face Value B.V. own all rights to the intellectual property and material contained in this service, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this service. You as the user own all the content you choose to share with us. By agreeing to this terms you allow Real Face Value B.V. to use your content to improve the services of Real Face Value B.V. and improve your own customer experience.

3. Restrictions.

You are expressly and emphatically restricted from all of the following:

1. uploading information that is not your own (unless you are acting as a legal guardian to a minor);
2. providing incorrect information such as the wrong name, birthdate or picture;
3. using this service in any way that is, or may be, damaging to this service;
4. using this service in any way that impacts user access to this service;
5. using this service contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the service, or to any person or business entity;
6. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this service, or while using this service;
7. using this service to engage in any advertising or marketing;

Certain areas of this service are restricted from access by you and Real Face Value B.V. may further restrict access by you to any areas of this service, at any time, in its sole and absolute discretion when acting as the controller. When acting as the processor, Real Face Value B.V. reserves the right to comply with the requests to restrict access. Any user ID and password you may have for this service are confidential and you must maintain confidentiality of such information.



4. Your Content.

In these terms, “Your Content” shall mean any images or other material you choose to upload. Your Content must be your own and must not be infringing on any third party’s rights. Real Face Value B.V. reserves the right to remove any of your content from this service at any time, and for any reason, without notice if there is a substantial claim that false information was knowingly provided. When you are asked to upload personal information as well as a picture, users will remain as the owners of the corresponding data. However, by using this service you grant Real Face Value B.V. access to the information so that it will be able to process the information, improve the services of Real Face Value B.V. and improve your customer experience.

5. No warranties.

This service is provided “as is,” with all faults, and Real Face Value B.V. makes no express or implied representations or warranties of any kind related to this service or the materials contained on this service.

6. Limitation of liability.

In no event shall Real Face Value B.V., nor any of its employees, be liable to you for anything arising out of or in any way connected with your use of this service, whether such liability is under contract, tort or otherwise, and Real Face Value B.V., including its employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this service.

7. Indemnification.

You hereby indemnify to the fullest extent Real Face Value B.V. from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms.

Real Face Value B.V. is permitted to revise these Terms at any time as it sees fit, and will notify its users of changes. By continuing to use our services, you consent to the changes made.

10. Assignment.

You shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.



11. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this service, constitutes the entire agreement between Real Face Value B.V. and you in relation to your use of this service, and supersedes all prior agreements and understandings with respect to the same.

12. Governing Law & Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the Netherlands and where directly applicable the European Union, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the Netherlands for the resolution of any disputes.

