

Terms of Use for Virakle Website and App

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PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS REGARDING YOUR USE OF AND ACCESS TO THE WEBSITE. BY ACCESSING, USING, AND/OR DOWNLOADING ANY MATERIALS OR CONTENT FROM THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS (REFERRED TO AS "THESE TERMS" OR "THIS AGREEMENT"). IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE PROHIBITED FROM USING THE WEBSITE OR THE APP.

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Virakle reserves the right to use any content provided to Virakle via the Website or App, including but not limited to user submissions, images, and feedback ("User Content"), for promotional purposes on third-party platforms, such as but not limited to social media, YouTube, email marketing campaigns, and other digital marketing channels. By using the Website or App, you consent to Virakle reproducing, modifying, adapting, publishing, translating, distributing, performing, and displaying such User Content, in whole or in part, worldwide, and/or to incorporate it into other works in any form, media, or technology now known or later developed, without further approval or compensation to you. Virakle will make reasonable efforts to respect the original intent of the User Content while retaining the freedom to make adjustments necessary for the purpose of promotion and marketing. This right of Virakle does not include the right to publish or share personal data of users with third parties for purposes other than the promotional activities described above, without the express consent of the user.

GOOGLE ANALYTICS

Virakle utilizes Google Analytics Advertising Features including Demographics and Interests Reporting, Geography, and Site Behavior. Opt-outs are available via emailing info@virakle.nl or through Google Analytics' opt-out options.

SUBMISSIONS

Except where explicitly stated by Virakle, all comments, feedback, information, or data submitted to Virakle shall be considered non-confidential and property of Virakle. This includes a license to use submitted images in any manner Virakle deems appropriate. By making Submissions, you grant Virakle all rights, title, and interest in the Submissions. You are responsible for the legality and appropriateness of any Submissions you make.

CHILDREN

Virakle does not accept submissions from individuals under 13 years of age. Users under 18 require parental or guardian consent to use the Website and agree to these terms. Submissions must comply with all laws and respect privacy and publicity rights.

LIMITATION OF LIABILITY

Virakle's aggregate liability shall not exceed €1,000.00. Virakle and third-party providers are not liable for indirect, punitive, incidental, or consequential damages arising from or connected to this Agreement.

LICENSES AND BILLING

You grant Virakle a non-exclusive, worldwide right to use, transmit, and display data you provide. Purchases from Virakle are subject to payment terms outlined herein.

REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

Both parties warrant authority to enter this Agreement. Virakle disclaims all warranties not expressly set forth herein regarding the Website and associated goods and services.

INDEMNITIES

You agree to indemnify Virakle and its third-party providers against claims related to your use of the Website.

MISCELLANEOUS

This Agreement is governed by Dutch law, and any disputes will be subject to the jurisdiction of the Netherlands. Changes to these Terms will be posted on the Website and are binding upon posting.

CONTACT INFORMATION

For questions or permissions related to these Terms or Materials, please contact info@virakle.nl.