

BruteBeats Website Terms of Use

These Terms of Use apply to all websites and mobile applications (hereinafter the Websites) managed by Bruut Radio B.V. all its affiliates (hereinafter BruteBeats). When you visit a Website and or make use of the services that are provided by these Websites, you agree that these Terms of Use apply and you accept them.

These Terms of Use are governed by Dutch law. Any disputes will be submitted exclusively to the competent court in Amsterdam. BruteBeats may modify these Terms of Use at any time. These adjustments are effective from the time they are posted on the Web. We therefore advise you to regularly review the Terms of Use.

Intellectual property rights

The (intellectual property) rights associated with or arising from the (content) Websites - also including the text, images, design, data files, photos, videos and other (still and / or moving) images, audio material, formats, software, brands (including domain names) and other material - are expressly reserved by and shall belong to BruteBeats, its licensors or contributors of contributions on the Websites.

Websites are intended solely for your personal, non-commercial use. For any other use of the (content of the) Websites - including distribution, reproduction, framing, modification, or transmission - the prior written permission of BruteBeats is required.

Exclusion of liability

BruteBeats hereby excludes all liability in respect of any consequences (including direct and indirect damages) arising out of any use of the Websites or the (in)accessibility of the Websites, including malfunctions, interruptions or errors in the electronic supply of the Webservices requested, unless they are the result of intentional or deliberate recklessness of BruteBeats.

In the case the information on the Websites is incomplete or the Websites contain any other errors BruteBeats can not be held responsible for this, except in case of intent or recklessness of BruteBeats. Brute Beats is not responsible for (links to) the content of third party sites (eg through a hyperlink or banner) and content contributions offered by third parties such as photos and video.

Contributions users

In some parts of the Websites it is possible to make a voluntary contribution (such as participating in a rating). When you contribute, you are required to abide by the following rules:

- the user will observe the general norms and values of the society and the law. Which among other things implies that sexist, pornographic, racist and discriminating contributions are or statements that are abusive, defamatory or offensive are forbidden;
- The user will not infringe on the privacy of others;

- The user guarantees participation by respecting all (intellectual property) rights, including copyright and trademark rights of third parties. The contributor indemnifies BruteBeats with respect to potential third party claims;
- all rights in respect of the contribution - with the exception of the rights to photos, videos and other visual or audio material – will be transferred at the time of participation by the user to BruteBeats, without a remuneration. As a result of this legal transfer BruteBeats can use the contribution unlimited and (do) operate through any media and in any form, including but not limited to the use of the contribution in radio programs, telecommunications, Websites or other Internet applications, etc. If the transfer requires a further deed, the user will fully cooperate with it.
- with respect to photos, videos and other visual or audio material the rights to the material remain with the user. The user provides to BruteBeats unrestricted license to use the material. BruteBeats will be not be obliged to pay any remuneration in that respect. On the basis of this license BruteBeats is entitled to use the material indefinitely and for any purpose and / or (do) operate through any media and in any form, including but not limited to radio programs, for telecommunications services, internet sites or other Internet applications, etc.
- The user will not abuse the Web, for example by flooding forums or similar services with (almost) the same messages;
- BruteBeats at all times reserves the right to remove or edit contributions immediately when they are intolerable in her eyes. In addition, BruteBeats has the right to exclude users after repeated abuse of participation;
- The user shall not include commercial messages in the contribution (eg it's forbidden to place advertisements in blogs, forums and / or chat rooms);
- Transmitted files will not contain viruses and contain no technical failures or harm the operation of computers, servers of BruteBeats and her affiliates;
- Users place their contributions on their own account and risk. BruteBeats cannot be held liable in any way for user contributions.
- The user agrees that his name, as submitted on a form, is displayed on the Websites, or BruteBeats ID nickname when he / she is logged in. BruteBeats does not reveal names or sources for other purposes.

Cookies

BruteBeats uses cookies on all our websites and mobile applications (hereinafter the Websites). A cookie is a small file (temporarily) stored on the hard drive of your computer or mobile device. On a subsequent visit to our Websites cookies make sure your computer or mobile device is immediately recognized. We use different types of cookies. In the first place, we use cookies to enable you to use the Websites. This kind of cookies are necessary for the functioning of the Web (functional cookies). Secondly, we use cookies to enhance the performance of our Websites (performance cookies) and finally we use cookies to enable us to better understand how visitors use our Websites (analysis cookies).

In accordance with the applicable regulations, we place performance and analysis cookies only if you have previously given us your consent. You can give this consent in the Cookie



Screen as shown on your first visit to one of our Websites. This Cookie Screen may from time to time be shown again, such as a particular cookie is rejected, expired or deleted.

You can set your computer's browser so that you do not receive cookies during your visit to our Websites. Please note that this may also have consequences for the cookies that are necessary for the functioning of our Websites. It may happen that you can not use all the features of our Websites. Another possibility is that you configure your computer's browser so that you get a message as soon as cookies are placed.

On our Websites cookies can also be placed by third parties, for instance cookies from Google and Google Analytics, TMX, Smartclip, Facebook and Twitter. On the use of cookies by third parties, the privacy and cookie policy of that third party will apply. BruteBeats is not responsible for the use of personal data and cookies by third parties. We will not distribute cookies to third parties except as described in this Cookie Policy or our Terms of use stated otherwise or if you have given your consent.

For more information about these Cookie Policy please contact us by e-mail info@brutebeats.com

BruteBeats may modify this Cookie Policy. We advise you therefore to regularly read this Cookie Policy for any changes.

Privacy

The information BruteBeats processes about you (hereinafter "Personal Data") is handled and protected with the utmost care. BruteBeats is responsible for the processing of your personal data. For questions about this privacy policy you can contact info@brutebeats.com.

The basic principle is that providing personal information to us is not mandatory. You have at all times the choice whether you want to enter personal data. If you are under 16 years you may provide your personal information only to BruteBeats, if you have obtained permission from your parent(s) or your legal representative who has read this privacy policy.

BruteBeats may process the following personal information from you: name, address, date of birth, gender, (mobile) phone number, email address, details of your talents and interests or other data that you as a user of one or more of our Websites or apps reveal. Also, our servers automatically record information, including the URL, IP address, browser type and language, and the date and time of your visit to our websites. We store your personal data in principle as long as necessary, or to meet our legal (save) obligations.

We may use your information for the following purposes:

- for the services, products and / or information offered by BruteBeats and to adapt them to your needs and desires;
- so that you can place information on our Websites and you can exchange information,
- to offer the opportunity to contact other users;
- to send you user of service-information;



to send commercial messages from BruteBeats, as well as third parties in and around the programs and digital extensions of BruteBeats advertising, sponsors, offering prizes, etc .;
to analyze, maintain, protect and optimize our Websites and associated technologies;
for compiling user statistics;
to comply with applicable laws and regulations.

We secure the processing of personal data in a way that would be sufficient given the state of the art to prevent unauthorized access, alteration, disclosure or loss of personal data.

Our Websites contain hyperlinks to third party websites. We are not responsible for the content of these websites.

You can see your personal data on request. You can ask us to amend the information or remove it. If you no longer wish to be contacted by us, please let us know by e-mail info@brutebeats.com. We reserve the right to make changes to this privacy policy. We therefore advise you to regularly read this privacy policy for any changes.

Questions

If you have questions about these Terms of Use, please send an email request to info@brutebeats.com.