



## Find Geek Spots B.V. Business Directory Listings Terms and Conditions

### **1. Introduction**

- 1.1. These Terms and Conditions shall govern your use of our website.
- 1.2. By using our website and services, you accept these Terms and Conditions in full; accordingly, if you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our website.
- 1.3. If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these Terms and Conditions.
- 1.4. You must be at least sixteen (12) years of age to use our website; by using our website or agreeing to these Terms and Conditions, you warrant and represent to us that you are at least sixteen (12).
- 1.5. Information supplied to our website, or in relation to our website should be true, accurate, current, complete and non-misleading.
- 1.6. Our website uses cookies; by using our website or agreeing to these Terms and Conditions, you consent to our use of cookies in accordance with the terms of our [Privacy Policy](#).

### **2. Offered Services**

In accordance with these Find Geek Spots B.V. Business Listings Terms and Conditions (referred to as the "Terms and Conditions"), Find Geek Spots B.V (Brand name Find Geek Spots), a limited liability company registered in Amsterdam, The Netherlands. Find Geek Spots Business Listing subscription has the objective to reach people globally that has their interest to find geeky things, or related to any geeky things to do, and shall display on the website of Find Geek Spots the following information of the page of the client's business:

the phone number, address, a link to Client's website commencing from the Effective

Date until termination by either Party in accordance to this Terms and Conditions.

The content displayed on the Find Geek Spots Site will be more detailed and extensive depending on the purchased Package.

### **3. Definitions**

This Terms and Conditions entails the following basic information of the client that will be listed on the Find Geek Spots Site:

- a. address
- b. phone number
- c. URL
- d. e-mail
- e. general information

"Client" means the party that purchases a Business Listing subscription of Find Geek Spots, the contracting party including their affiliates or subsidiaries when applicable.

"Client's Content" means all the material/information supplied by the Client, including but not limited to data, code, text, images, video, links, graphics, audio or any other material in whatever form or medium.

"Effective Date" means the date which a transaction is recorded or when a contract takes effect.

"User" means the persons / Client(s) using the website [www.findgeekspots.com](http://www.findgeekspots.com).



“Packages” means subscriptions products that are offered to the Client for purchase.

“Services” means the services offered by Find Geek Spots B.V. and its website [www.findgeekspots.com](http://www.findgeekspots.com).

“Website” means the website of Find Geek Spots B.V. [www.findgeekspots.com](http://www.findgeekspots.com).

#### **4. Licences to use Business Listing Services**

- 4.1. Licences are granted by Find Geek Spots a non-exclusive, non-transferable to access the Business Listing Services of Find Geek Spots in accordance with the terms of this Terms and Conditions for the duration of the Subscription Term.
- 4.2. Users of Find Geek Spots may print, download, email, share business listings to social media networks from the different areas of the website solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials.
- 4.3. Users of Find Geek Spots agree to grant us a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including but not limited to, ideas contained therein for new or improved products and services) that you have submitted to any public areas of the site or by e-mail to Find Geek Spots by all means in any media now known or hereafter developed.
- 4.4. Find Geek Spots reserve the right to restrict access to areas of its website, or its whole website, at their discretion; User must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

#### **5. Privacy and Cookies**

[www.findgeekspots.com](http://www.findgeekspots.com) respects your privacy. Please have a look at our [Privacy Policy](#) for further information.

#### **6. Registration and accounts**

- 6.1. You must be sixteen (16) years of age or older to be able to register for an account at our website.
- 6.2. Registering for an account with our website shall be done by completing and submitting the account registration on our website.

#### **7. User login details**

- 7.1. If you register for an account with our website, you will be asked to choose a username and password.
- 7.2. The username should not be offensive, racist and must not be liable to mislead. It is strictly prohibited to use your account for or in connection with the impersonation of any person.

## **8. Prohibited Activities**

Users/Client(s) shall agree not to:

- a. Use the website in any way or take any action that causes, or may cause damage to the website or impairment of the performance, availability or accessibility of the website;
- b. Use the website in any what that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal fraudulent harmful purpose or activity;
- c. Use the website to copy, store, host, transmit, distribute send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d. Conducting any systematic, automated data collection activities or any manual process, including but not limited to use the scraper, data mining, data extraction, robot, data harvesting for any purposes with this Terms and Conditions or without our express written consent;
- e. Copy or otherwise exploit, access, distribute, monitor, transmit, reproduce, license, display any Content of the Services, including but not limited to use, user profiles and photos;
- f. Use the website for any commercial purpose that is outside the scope of those commercial purposes that is permitted under this Terms and Conditions;
- g. Attempt to disassemble, adapt, modify, edit, translate or reverse engineer any software programs used by Find Geek Spots in connection with the Services;
- h. Use data collected from our website for any direct marketing activity, including but not limited to email marketing, SMS marketing, telemarketing, and direct mailing.

## **9. Content Rules**

- 9.1. Users/Client(s) warrants and represent that the Content published shall comply with our terms and conditions.
- 9.2. Users/Client(s) expressly agree not to publish, post, upload to, transmit, distribute, create, or store on our website any following Content that contains the following:
  - a. offensive, Racist, religious hatred, hateful, abusive, threatening, harassing, anti-social, menacing, discriminatory or inflammatory statements and or remarks;
  - b. be obscene or indecent;
  - c. maliciously false information (hoax);
  - d. material or data that will cause an infringement of any copyright, trade mark right, patent, design right, or any other intellectual property right;
  - e. any negligent statement or negligent advice;
  - f. instructions or incitement to commit any crime, including but not limited to terrorism, and any instructions to promote criminal activity;
  - g. instructions to provoke or commit self-harm in any way or form;
  - h. any instruction, advice or any kind of information which may be acted upon and could, if acted upon, cause or lead to illness, injury or death, or any other loss or damage.
  - i. pornographic, suggestive or sexually explicit material;
  - j. violent media material, in an explicit, graphic or gratuitous manner;
  - k. material that will cause a breach of any contractual obligation owed to any person;
  - l. blasphemous material;

- m. any material that is in contempt of any court, or breach of any court order;
- n. spam, chain letters.

## **10. Business Listing Services**

- 10.1. Authorized person of a company may submit on behalf of a company a business listing to our directory.
- 10.2. Subscribing to the Business Listing Services for Business of Find Geek Spots is by signing up web-based, by clicking on the Add Listing button and choose a Package (free or paid).
- 10.3. If your company/organization has already been added to our database, you must contact us immediately by clicking on the claim button or by sending us an email. We will contact you by email.
- 10.4. Find Geek Spots B.V. holds the right to delete or reject a business directory submission that is not according to the provisions of these Terms and Conditions, breach of the terms and conditions, or does not meet the available guidelines.
- 10.5. You can advise us to add a company/organization to our directory business listing by sending an email to [geek@findgeekspots.com](mailto:geek@findgeekspots.com).

## **11. Client Content License**

- 11.1. Registering for an account on our website you are subjected to these terms and conditions; you grant us a non-exclusive worldwide royalty-free license to use, distribute, publish, translate, edit, store your content in any media related to Find Geek Spots and its affiliates including any successor website.
- 11.2. You grant to us the right to sub-license the rights licensed under Section 13.1.
- 11.3. You grant us the right to take any necessary (legal) action in case of infringement of the rights licensed under section 13.1.
- 11.4. You hold the right to edit your content, permitted under these Terms and Conditions, on your profile.
- 11.5. Notwithstanding the rights stipulated earlier in these Terms and Conditions, if you breach our terms and conditions or in case of a suspicion or we think that you have breached our terms and conditions, Find Geek Spots holds the right to remove, edit, delete your content (partially or everything).

## **12. Breach of Terms and Conditions**

Notwithstanding any provisions in these Terms and Conditions, if you breach these terms condition in any way or if we reasonably suspect that you have breached any provision of these Terms and Conditions, we hold the right to:

- a. sending you a formal warning;
- b. temporarily suspends or remove/delete your account;
- c. to block your access to our website, including but not limited to block your IP address;
- d. commencing a legal action;

## **13. Report Abuse**

You should report abuse if you know, or suspect, that there is any illegal, unlawful activity on the website or any conduct that leads to breaching any provision of these Terms and Conditions by sending us an email to [geek@findgeekspots.com](mailto:geek@findgeekspots.com).

## **14. Third Parties**

- 17.1. The website [www.findgeekspots.com](http://www.findgeekspots.com) contains hyperlinks to other websites that are operated by other parties and which are not owned by Find Geek Spots B.V.
- 17.2. We, Find Geek Spots B.V. are not liable nor do we accept responsibility damage or any loss arising directly or indirectly from the use of content from other party websites.

## **15. Copyrights and trademark notice**

The content of this website, including but not limited to the logo, branding, domain names, business identity, personal identity, images, text, statements, names, and policies and any material owned or associated are protected by international copyright and owned by Find Geek Spots B.V. Unauthorized use is an infringement of copyrights, trademarks, or proprietary rights and may result in legal action and financial penalties.

All content of the website [www.findgeekspots.com](http://www.findgeekspots.com), including but not limited to profiles, still and moving images, audio, software, and online products are copyrighted material. Without express written permission from Find Geek Spots B.V. you must never copy, modify, reproduce, translate, or tailor products, or create new products/services or derivative works using the products/services in any written, visual, or audio form, or by any means.

Any other material that are supplied by third parties, including but not limited to other trademarks, product names, registered trademarks, images (still and moving), audio and other logos are the property of the respective owners.

## **16. Indemnification, limited warranties, and limited liability**

- 16.1. Client/Users of [www.findgeekspots.com](http://www.findgeekspots.com) agree to indemnify, defend and hold Find Geek Spots B.V. and its indemnitees (including but not limited to its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the services of our website) against all claims, losses, liabilities, expenses, damages, proceedings and costs,

including reasonable legal fees (in the broadest sense of the word), arising directly or indirectly out of your use of our website or any breach by you of any provisions of these Terms and Conditions that allege any (grossly) negligent act, omission and/or wrongful conduct.

- 16.2. Client/Users of [www.findgeekspots.com](http://www.findgeekspots.com) agree to indemnify, defend and hold Find Geek Spots B.V. and its indemnitees (including but not limited to its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the services of our website) against all claims, losses, liabilities, expenses, damages, proceedings and costs, including reasonable legal fees (in the broadest sense of the word) resulting from claims made by third parties in connection to Client Content , except to the extent that such claims directly resulted from the gross negligence or willful misconduct of Find Geek Spots B.V.
- 16.3. We, Find Geek Spots B.V., will not be liable nor do we accept any liability in respect of any business losses, including but not limited to loss of or damage to profits, revenue, use, contracts, business or any commercial opportunities or goodwill.
- 16.4. We, Find Geek Spots B.V., will not be liable nor do we accept any liability in respect of any loss or corruption of any data, database or software.
- 16.5. We, Find Geek Spots B.V., will not be liable nor do we accept any liability in respect indirect or consequential loss or damage.
- 16.6. We, Find Geek Spots B.V, serve the right to at any time in our sole discretion without notice or explanation to change or discontinue the services of our website.

## **17. Governing Law**

These Terms and Conditions shall, in all respects, be construed, interpreted and governed by the laws of the Netherlands, The Dutch Law. Any dispute, controversy or claim arising out of or relating to this contract, its breach, termination or validity, shall be finally settled by competent courts of the Netherlands.

## **18. Severability**

If any portion of these Terms and Conditions shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Terms and Conditions are to be and shall be deemed severable. The invalid portion(s) shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Terms and Conditions shall remain in full force and effect.