

Terms of Service

The service of SAMP2 consists of its site located at the URL <http://www.samp2.com>. Everybody can use our site and there is no age limitation.

Description of Services

This webpage is owned and operated by 3DClip B.V., a Dutch corporation situated at Brusselsestraat 71, 6211 PC Maastricht, the Netherlands. SAMP2 is a brand name of 3DClip B.V.. The SAMP2 website provides registered Users with the ability to create a SAMP2 which is automatically generated using ready to use animations, uploaded pictures and created messages, all supported by licence free music tracks.

You understand and agree that although we will use reasonable efforts to ensure the website is available to its Users, temporary interruptions of the services available through this website may occur. The services available on this site are provided "AS IS".

Registration Data, Passwords, and Privacy

By registering with us, you agree that all information provided to us is true and accurate and you will update this information in order to keep it current, complete and accurate.

During the registration process, you will be asked to select a password. The password to login to your account are for your individual use only, and is not to be shared with coworkers, friends or family. You agree to keep your password confidential at all times.

You agree to be fully responsible for activities or transactions that relate to your account or your password. You must notify us immediately if you learn of an unauthorized use of your password.

All information obtained by us in connection with your use of this website is the property of SAMP2. If customer data is requested by our sponsors we will provide this data without notice.

Payment of Fees

If you confirm your order in our order process, you agree with the Terms of Service of 3DClip B.V. and to pay all fees associated with your order, if payment is required. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Conduct on Site

You agree to obey all applicable rules and regulations in using the website, and agree that you are responsible for the contents of your submissions or communications through the site, including image, text and musical content and SAMP2 clips created therefrom (collectively, "Submissions").

You agree that you will not upload, share, or otherwise distribute any Submissions -- including text, graphics, images, sounds, data, music, or other information -- that:

1. are unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or impersonate another person;

2. contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or in any way violate child pornography laws;
3. victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
5. constitute unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
6. contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
7. contains measures that could be used to determine the architecture of the website, or could be used to decompile, disassemble, or reverse engineer the website.

We do not endorse the contents of any Submissions, and expressly disclaim any and all liability in connection with Submissions. We do not pre-screen or monitor Submissions. However, we have the right at our sole discretion to remove any content of any kind that, in our judgment, does not comply with these Terms of Service and any other rules of User conduct for our website, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

If you would like to notify us of content which you believe does not comply with these Terms of Service, please send an email to info@samp2.com. Make sure to include both the Uniform Resource Locator ("URL") for the non-complying SAMP2 or content, and the reasons you believe it does not comply. You understand that in using this website, you may be exposed to materials that are objectionable as set forth above. You hereby waive and agree to waive all rights, claims, and actions in law or equity against 3DClip B.V. arising from your exposure to such materials.

You may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your account without prior notice to you and without reimbursement if we suspect a violation of any of these Terms of Service. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

Linking Conditions

You may link to this website and you can use it as a add-on.

You may share or download your SAMP2's which are hosted on our webserver by using the download button or hyperlink in your account. The SAMP2 may be used for personal, commercial or non-commercial uses. You agree that you will not modify the original SAMP2. You may also share your SAMP2 hosted on the website by emailing or otherwise sharing the link associated with your SAMP2.

Intellectual Property

3DClip B.V. Intellectual Property Rights.

3DClip B.V. is the owner and retains all proprietary rights to the website, the services provided by the website, and all associated copyrights, trademarks, brands, service marks, patents or other proprietary rights under law. You are permitted to use the website and its content only as specifically authorized by us.

SAMP2 and 3DClip trademarks and/or service marks may not be used in connection with any product or service that is not provided by SAMP2, in any manner that is likely to cause confusion among customers or Users of the site, tarnishes or dilutes the marks, or disparages or discredits SAMP2.

3DClip B.V. software and services available on this website are the subject of pending patent application(s), and you are granted a limited right to use such software and services only in conjunction with this website and in accordance with these Terms of Service.

Others' Intellectual Property Rights.

3DClip B.V. deeply respects the third party intellectual property rights that may be implicated in creating a SAMP2. These intellectual property rights, and your responsibilities with respect to these rights, are outlined below.

In creating a SAMP2 using 3DClip B.V. proprietary software, you will be able to use your own Image Content such as photos, graphics and text. You will be able to select Musical Content available from SAMP2.com. You will be able to enter your own Text Content. You retain any and all rights you hold with respect to Image Content and Musical Content and Text Content. (collectively, "Content")

Content may be protected by copyright, even if not marked with the © symbol. If you are not the creator of any Content, then you must get permission from the creator of the Content or the copyright holder to use the Content in a SAMP2. For example, professionally-taken photographs should not be used in a SAMP2 unless you have received permission from the photographer to do so.

Furthermore, if you want to publish Image Content of someone other than yourself, you must get permission from the individuals portrayed in the Image Content before using the content in a SAMP2. Do not upload any Image Content that is confidential or proprietary. We assume no liability with respect to the disclosure or use of confidential or proprietary information uploaded to our website.

You warrant that all Content uploaded by you, either from your own computer or another website/server, is either created and owned by you, or you have the necessary licenses, rights and permissions to use the Content as contemplated by the website and grant 3DClip B.V. the rights described herein. Use of the site is limited to personal, non-commercial purposes only.

You hereby grant to 3DClip B.V. a royalty-free, perpetual license to use, copy, create, modify, display and host your SAMP2 and Content solely to the extent necessary for SAMP2 to provide the Services as described herein.

All trademarks and/or service marks displayed on the website are the exclusive property of their respective owners, and may not be used without the owner's permission.

Notice of Copyright or Intellectual Property Infringement.

Please notify us if you believe any of your intellectual property rights have been infringed by a User of the website, by mail to info@samp2.com

To be effective the notification should include:

- (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the right being infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information sufficient to permit us to locate the material;
- (d) information sufficient to allow us to contact the complaining party;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right being infringed. If you fail to comply with all of these requirements we cannot accept your request

You acknowledge and agree that upon receipt and notice of a claim of infringement, we may immediately remove the identified materials from our site without liability, and the claims of the complaining party and party that originally posted the materials will be referred to the European Copyright Office (EUCopyright.com).

Disclaimer of Warranties

All Services on the site are provided on an "as is" and "as available" basis.

We make no warranty that

- (a) the Services will meet your requirements;
- (b) the Services will be interrupted, timely secure, or error free;
- (c) the results that may be obtained from the use of the Services will be effective, accurate or reliable;
- (d) the quality of any materials or Services obtained by you from the site, from us, or from any third parties websites to which the website is linked, will meet your expectations or be free from mistakes, errors or defects.

The use of the Services, the uploading of Content, or the downloading or other acquisition of any materials or Content through this site or through third parties websites to which the website is linked or be linked upon is done at your own risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities.

Any warranty that is provided in connection with any products, services, materials, or information available on or through this site from a third party is provided solely by such third party, and not by us.

Limitation of Liability

Your exclusive remedy and entire liability, if any, for any claims arising out of this shall be limited to the amount you paid. In no event shall we be liable to you or any third

party for any damage of any kind, including loss of use, data or profits arising out of or in connection with the use of this site or of any website referenced or linked to from this site.

Further, we shall not be liable in any way for third party goods and services offered through this site or through third party websites linked to from our site.

You are solely responsible for making backup copies of any and all of your images and text content and produced SAMP2. We shall not be liable for any loss or damage to your images and text content and produced SAMP2.

Indemnification

You agree to indemnify and hold 3DClip B.V. and its shareholders, subsidiaries, affiliates and employees, harmless from any liabilities, claims, expenses or demands, including reasonable attorneys' fees and costs, made by any third party due to or arising out of

- (a) your use or misuse of the site;
- (b) the viewing of your content or SAMP2;
- (c) the violation of laws, rules, regulations or terms of this Agreement; or
- (d) infringement by your content, by you, or by someone using your account, of any intellectual property or any other right of any person or entity. 3DClip B.V. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with 3DClip B.V. in asserting any available defenses.

Use of Site and Storage of Material

Upon registering as a User with SAMP2, you will be associated with one (1) email address. You are limited to one account per email address. SAMP2 limits the maximum amount of disk space per account for storing SAMP2's and User content. You may be given an opportunity to purchase additional storage space. Payments for such purchases are nonrefundable.

You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted through this site. The accounts of our Users operate on shared resources. Excessive use or abuse of these shared network resources by one User may have a negative impact on all other Users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited. You acknowledge that we have the right, at our sole discretion, to terminate your account, limit the number of transmissions you may send or receive through our site, or limit the amount of storage space, bandwidth, or other resources you may use.

Furthermore, we reserve the right to terminate any account with no prior notice to you, including the deletion of any SAMP2 and content associated therewith, if the account has been inactive for a six (6) month period. Do not rely upon this website as a primary storage space for User content. You should preserve backup copies of any digital data, information or other materials that you have uploaded. We reserve the right to change these general practices and limits at any time in our sole discretion. It is your responsibility to periodically check these Terms of Service for updates.

International Use

Although this website may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the Netherlands, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from outside the Netherlands do so on their own initiative and are responsible for compliance with local laws.

Termination of Use

We may terminate or suspend your use of this website at our discretion and for any reason. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your account and may be referred to appropriate law enforcement authorities. Upon termination or suspension, regardless of the reasons therefore, your right to use the Services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Applicable Law

Dutch law will apply to all matters relating to these Terms of Service. If a dispute occurs the case must be handled by the judge and court in Maastricht, the Netherlands.

Notices

Notices to us must be sent to the attention of Customer Service at info@samp2.com if by email, or at 3DClip B.V, Brusselsestraat 71, 6211 PC, Maastricht, the Netherlands. Notices to you may be sent to the email address supplied by you for your account.

Miscellaneous

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent.

You agree that this Agreement may be assigned by 3DClip B.V. in our sole discretion, to any third party at any time. You may not transfer or assign any of your rights and obligations under this Agreement, and any attempt to do so will be null and void.

This Agreement shall constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understanding of the parties with respect thereto.

Any attempt to modify or supplement the terms of this Agreement and/or the Privacy Policy shall be null and void unless agreed to in writing signed by both parties.

Any failure by us to enforce or exercise any provision of these Terms of Service or related rights shall not constitute a waiver of that right or provision.

In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees.

These Terms of Service are available upon request, send your request to info@samp2.com