

Terms and Conditions

Welcome to Floor en Kate!

These terms and conditions outline the rules and regulations for the use of Floor en Kate's App, located at <http://floorenkate.nl/>.

By accessing this app, we assume you accept these terms and conditions. Do not continue to use Floor en Kate if you do not agree to take all of the terms and conditions stated on this page.

License:

Unless otherwise stated, Floor en Kate and/or its licensors own the intellectual property rights for all material on Floor en Kate. All intellectual property rights are reserved. You may access this from Floor en Kate for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Copy or republish material from Floor en Kate
- Sell, rent, or sub-license material from Floor en Kate
- Reproduce, duplicate or copy material from Floor en Kate
- Redistribute content from Floor en Kate

This Agreement shall begin on the date hereof.

Parts of this app offer users an opportunity to post and exchange opinions and information in certain areas of the app. Floor en Kate does not filter, edit, publish or review Comments before their presence on the app. Comments do not reflect the views and opinions of Floor en Kate, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, Floor en Kate shall not be liable for the Comments or any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this app.

Floor en Kate reserves the right to monitor all Comments and remove any Comments that can be considered inappropriate, offensive, or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our app and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material, which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Floor en Kate a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

Hyperlinking to our Content:

The following organizations may link to our App without prior written approval:

- Government agencies;
- Search engines;
- News organizations;

- Online directory distributors may link to our App in the same manner as they hyperlink to the Apps of other listed businesses; and
- System-wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications, or to other App information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law, and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Floor en Kate; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our app, you must inform us by sending an e-mail to Floor en Kate. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our App, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our App as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- Using any other description of our App being linked to that makes sense within the context and format of content on the linking party's site.

No use of Floor en Kate's logo or other artwork will be allowed for linking absent a trademark license agreement.

Content Liability:

We shall not be held responsible for any content that appears on your App. You agree to protect and defend us against all claims that are raised on your App. No link(s) should appear on any App that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights:

We reserve the right to request that you remove all links or any particular link to our App. You approve to immediately remove all links to our App upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our App, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our app:

If you find any link on our App that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this app is correct. We do not warrant its completeness or accuracy, nor do we promise to ensure that the app remains available or that the material on the app is kept up to date.

Disclaimer:

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our app and the use of this app. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

As long as the app and the information and services on the app are provided free of charge, we will not be liable for any loss or damage of any nature.