

TERMS OF USE
for Collectorz.com Software and Services

These Terms of Use ("Terms of Use") apply to the use of the Service (as defined below). You are not allowed to use the Service if you have not accepted the applicability of these Terms of Use.

Please read these Terms of Use carefully so that you know what your rights and obligations are when you use the Service. The Terms of Use are available for download and print at <http://www.collectorz.com/terms-of-use.pdf>.

Should you have any questions about these Terms of Use or the Service, you can contact Collectorz.com at the following address: W.G. Plein 384, 1054 SG Amsterdam (The Netherlands) and <http://www.collectorz.com/supportform.php>.

Article 1 Definitions

The following terms, indicated with a capital, shall have the following meaning:

1. Account: the personal environment which is created by you when you register for the Service and to which you obtain access after entering your Login Details.
2. Central Media Data: all material made accessible via the Service by Collectorz.com, including but not limited to factual data concerning the media, such as cover images, plot summaries and information concerning artists or crew-members, including User Generated Data.
3. Collectorz.com: the trade name under which Bitz & Pixelz B.V. provides the Service. Bitz & Pixelz B.V. is a private limited liability company incorporated under the laws of the Netherlands and having its principal place of business at W.G. Plein 384 (1054 SG) in Amsterdam, The Netherlands, registered with the Chamber of Commerce under number 34133448 0000.
4. Database: The collection, made by Collectorz.com, of Central Media Data and User Generated Data.
5. Intellectual Property Rights: all the intellectual property rights and associated rights such as copyrights, trademark rights, patents, model rights, trade name rights, database rights and neighboring rights as well as the rights to know-how and one-line performances.
6. Login Details: the name or alias and password chosen by the User with which the User signs in to the Service.
7. Service: the Service Collectorz.com provides to the User, as further specified in art. 2.
8. Software: the software of Collectorz.com, made available in different ways such as a mobile application, a desktop version and an online service, including all updated versions of the software.
9. Support: the maintenance and support services provided by Collectorz.com.
10. User(s): the natural person that accesses or uses the Service and/or related services, in these Terms of Use also indicated als 'you'.
11. User Generated Data: all information provided, changed or uploaded by the User via the Service, including User Collection Data and User Submitted Data. User Collection Data refers to the data about the User's collection, including but not limited to notes, date of purchase and personal rating. User Submitted Data refers to any additions or contributions to the Central Media Data.

12. Website: the website of Collectorz.com, available at www.collectorz.com, www.clz.com, connect.collectorz.com, my.clz.com and all underlying webpages.

Article 2 Use of the Service

1. The Service entails providing access to the Database through the use of the Software, by means of which you can access, collect, process and/or share Central Media Data and generate and/or upload User Generated Data. The Service is intended to enable you to catalog your collections of movies, books, music, comic books and video games. The Service also entails access to the cloud storage, through which you can synchronize your collections between devices and publish and share these with your friends.
2. The specific functionalities of the Service depend on the subscription of the User and the type of Software you use. The functionalities are set out in detail on the Website. The Service does not entail the provision of the actual media. You cannot download or otherwise acquire movies, books, music, comic books or video games through the use of the Service.
3. Collectorz.com hereby grants you a limited, personal, non-transferable, non-exclusive, non-sub-licenseable right, upon payment of the price as specified on the website, (i) to use the Service in accordance with these Terms of Use, and, where applicable (ii) to install one (1) copy of the Software for the sole purpose of using the Service.
4. You can change the status of your Account, make (parts of) your Account publicly available or closed, such as sharing your User Generated Data, or change other settings concerning, for instance, your privacy settings, at any time by changing your Account settings.

Article 3 User's obligations

1. In order to use all the functionalities of the Service you have to create an Account as described on the Website.
2. You guarantee that the information provided when creating your Account is complete, correct and accurate. It is not allowed to create an Account in name of another person. You also guarantee that you have reached the age of 16 years, or that you have permission of your parents and/or guardian to create an Account.
3. You have to submit Login Details by which you can access the Account. You are responsible for keeping the Login Details secret. As soon as you know or have reason to suspect that the Login Details are no longer secret, or that the Account is being abused, you must notify Collectorz.com immediately and take all necessary steps to prevent unauthorized access. Collectorz.com is not liable for any loss or damage from unauthorized access or use of your Account.
4. You are responsible for meeting the technical and functional requirements (provided by Collectorz.com) in order to be able to access and use the Service.
5. You guarantee that you will not use the Service and/or the Software in a way that:
 - a. infringes the rights of Collectorz.com or third parties, including but not limited to Intellectual Property Rights or rights in relation to the protection of privacy;
 - b. makes unreasonable or disproportionate use of the infrastructure of the computer systems or impede the functionality or functionalities of the Service;
 - c. damages the interests or reputation of Collectorz.com
 - d. is contrary to any current legislation or regulations or is any other way unlawful; or

- e. is contrary to any provision in these Terms of Use.
6. You indemnify Collectorz.com against all damage and costs, including – but not limited to – damage resulting from (alleged) infringements of Intellectual Property Rights, claims by third parties, collection costs, the (statutory commercial) interest, loss of profits, penalties incurred and legal fees, which Collectorz.com incurs or which result from (i) attributable breach of the Terms of Use by you, (ii) any use of the Service or the Software by you or (iii) an unlawful act.

Article 4 Intellectual Property Rights

1. All ownership rights and all Intellectual Property Rights in respect of the Service, the Software and the Database exclusively vest in Collectorz.com and/or its licensors. Furthermore, Collectorz.com exclusively owns and/or may use all rights in any ideas, concepts, know-how, documentation, techniques with respect to the Service as well as the technology (other than the User Collection Data) available on the servers of Collectorz.com.
2. Except as expressly stipulated in these Terms of Use or except as expressly allowed by mandatory law, you may not - nor permit any third party to -
 - a. copy, make available, publish, display, distribute, sublicense or otherwise commercialize the Service, the Database or the Software;
 - b. modify, translate or otherwise create a derivative work of the Database or the Software;
 - c. disassemble, decompile or reverse engineer the object code or source code of the Software;
 - d. use the Service or the Database for purposes other than personal use by you. Commercial use is expressly prohibited;
 - e. circumvent or remove any technical measures Collectorz.com has taken to protect the Service, the Database or the Software, including the copying, transmission or other unauthorized or unintended use of an activation code or license file provided to you by Collectorz.com; or
 - f. change, render illegible or remove any trademark or recognition signs affixed to the Service, the Software or the Database and/or any references to Intellectual Property Rights including references to its confidential nature and confidentiality.

Article 5 Database

1. The Database of Collectorz.com is to be regarded as a database within the sense of the Dutch Databases Act. Collectorz.com is the producer of this Database and in that capacity has the exclusive right to grant consent for the use of data, such as Central Media Data, from this Database.
2. You may only use data from the Database insofar as use is allowed pursuant to these Terms of Use and for the use of the Service for personal, non-commercial use. Prohibited use includes, but is not limited to, using the Central Media Data in a website that aims to earn revenues from its visitors in any way, including selling products or site advertising.
3. You are not allowed without the prior written consent of Collectorz.com to extract and re-utilize a substantial part of the content of the Database(s) and/or extract and repeatedly and systematically re-utilize non-substantial parts of the content, such as Central Media Data, of the Database(s) within the sense of the Dutch Databases Act.
4. The amount of Central Media Data retrieved via the Service should be consistent with

personal use, and be in conformity with mandatory applicable law. Retrieving excessive amounts of Central Media Data, at sole discretion of Collectorz.com, is not allowed.

Article 6 User Generated Data

1. You guarantee that you will not make available and/or transmit any User Generated Data via the Service which
 - a. is incorrect, incomplete or not up-to-date;
 - b. at the discretion of Collectorz.com, is discriminating or is otherwise deemed hurtful, offensive or inappropriate;
 - c. includes a request for the personal details of minors and/or which provides the personal details of others; or
 - d. involves chain letters, junk mail or spamming and/or asks for password or other information which can be traced back to persons, including by using automated software or methods.
2. You retain all Intellectual Property Rights to User Generated Data submitted by you. You acknowledge and agree that by making User Generated Data available you automatically grant to Collectorz.com a royalty-free, unencumbered, world-wide, sub-licensable, perpetual, non-exclusive license to use, reproduce, circulate and make public the User Generated Data in connection with the Service, including the right to add the User Generated Data to the Central Media Data and to use the User Generated Data for marketing and/or promotional purposes in connection with the Service.
3. You represent and warrant that you own and/or are entitled to provide the license as set out in article 6.2 to Collectorz.com.
4. You acknowledge and agree that the User Generated Data that you make available to the Service will be used by other Users and incorporated in the Database and/or Central Media Data. Collectorz.com does not accept any liability for compliance with these Terms of Use by other Users of the Service.
5. If you are of the opinion that User Generated Data or Central Media Data is unlawful, you can report this to Collectorz.com. You can find more information about this in article 7.3.
6. Collectorz.com reserves the right, without prior notice, to abridge, alter, refuse and/or remove User Generated Content if this is necessary in Collectorz.com's opinion, without this resulting in any liability. This paragraph does not withstand the right to take further legal action including, but not limited to, providing your personal details to third parties.

Article 7 Third Party Content

1. Third parties' software applications, content, services, Central Media Data and/or links to third party websites ("Third Party Content"), may be available on the Service. The availability of such Third Party Content on the Service does not imply that Collectorz.com has approved or checked this content. Collectorz.com does not accept any responsibility or liability for Third Party Content or for any use of Third Party Content.
2. Third party terms or conditions may apply to Third Party Content.
3. In order to terminate infringements of the rights of third parties as soon as possible, Collectorz.com has developed a procedure for reporting infringing content via a notice and takedown request. You can use the notice and take down procedure at <http://www.collectorz.com/supportform.php>.

4. Collectorz.com is not liable for any damage whatsoever, either direct or indirect, caused by the unlawful use of the Service by third parties. Collectorz.com can only be held to remove or make unavailable any unlawful content or to discontinue any unlawful activities, after it has received a complete and correctly filled out notice in the meaning of article 7.3.

Article 8 Warranty

1. Collectorz.com will render reasonable efforts to provide the Service and the Support in accordance with its written specifications, as published by Collectorz.com and as may be amended from time to time, when correctly and properly used. The use of the Service, however, is for your own account and risk.
2. Collectorz.com does not guarantee that the Service shall be free of errors and available to you at all times and without interruptions or disturbances or that the results of the Service, including the Database, are accurate, up to date or complete.
3. Collectorz.com is not responsible for:
 - a. the purchase and/or the proper operation of your infrastructure needed to use the Service;
 - b. loss, damage, inaccuracy and/or incompleteness of any data, including User Generated Data and Central Media Data.
 - c. transmission errors, malfunctions or non-availability of computer, data or telecom facilities, including the internet;
 - d. any unauthorized use or attempted use of the Service;
 - e. making backup copies of any data, including User Generated Data; or
 - f. the management, including checking the settings of the Service and the manner in which the results of the Service are used.
4. Your exclusive remedy and Collectorz.com's entire liability for breach of the conformity statement in article 8.1 is that Collectorz.com will use its commercially reasonable efforts to correct or provide a workaround for reproducible errors (which shall mean the Service not substantially functioning in accordance with the specifications) that cause a breach of the conformity statement. If Collectorz.com is not able to make the Service in conformity with the statement as provided in article 8.1 within a reasonable period (taking into account the severity of the error and its impact on you), Collectorz.com in its sole discretion shall be entitled to terminate the granted user rights with regard to the Service, without compensating you for any damages following such termination.

Article 9 Disclaimers and Limitations

This section includes important disclaimers and limitations of Collectorz.com's liability.

- 9.1 Disclaimer of Warranties. THIS SECTION IS EXTREMELY IMPORTANT. PLEASE READ IT CARFEULLY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES DATA AND INFORMATION ARE PROVIDED ENTIRELY "AS IS", WITHOUT ANY WARRANTY WHATSOEVER, AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT, ARE HEREBY

EXPRESSLY DISCLAIMED, AND THE USER HEREBY WAIVES ALL SUCH WARRANTIES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THE USER OBTAINS FROM COLLECTORZ.COM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

- 9.2 Limitation of Liability. THIS SECTION IS EXTREMELY IMPORTANT, PLEASE READ IT CAREFULLY.

IN NO EVENT SHALL COLLECTORZ.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BE LIABLE TO ANY PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT (INCLUDING WITHOUT LIMITATION, COST OF COVER) DAMAGES, LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR ANY SERVICES, DATA, CONTENT OR OTHER MATERIALS PROVIDED OR AVAILABLE HEREUNDER, OR USE OF ANY OTHER LINKS OR LINKED WEBSITE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OR WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS NOW OR HEREAFTER KNOWN. THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEYS FEES, LOST PROFITS, PHYSICAL AND/OR PERSONAL INJURY, BUSINESS INTERRUPTION, AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM. THE USER AGREES AND ACKNOWLEDGES THE ECONOMIC TERMS OF THESE TERMS OF USE FAIRLY AND EQUITABLY REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A MATERIAL INDUCEMENT FOR COLLECTORZ.COM TO MAKE AVAILABLE TO THE USER ITS SERVICES, WEBSITE AND OTHER CONTENT AND MATERIALS.

- 9.3 In the event Collectorz.com should, nevertheless, be liable, then Collectorz.com shall be liable only for damages insofar as (i) the damage is covered by an insurance taken out by Collectorz.com and (ii) the amount claimed is paid by the insurer.
- 9.4 The limitations mentioned in the preceding paragraphs shall not apply if and insofar as the damage or injury is the result of willful intent or gross negligence by the board of directors or the executive management of Collectorz.com.
- 9.5 You agree that, except as otherwise expressly provided herein, the Terms of Use do not confer and is not intended to confer any rights or remedies upon any person other than you.
- 9.6 You agree that you must evaluate and bear all risks associated with, the use of any data, including any reliance on the accuracy, completeness or usefulness of such data. In this regard, you acknowledge that you may not rely on any Central Media Data or User Generated Data.

Article 10 Privacy

- 10.1 During the creation of your Account and during the use of the Service, you will supply Collectorz.com with personal data. These personal data will be saved and processed

according to the Collectorz.com Privacy Statement (available at <http://www.collectorz.com/privacy-policy.pdf>) and the applicable legislation and regulations.

Article 11 Term and termination

1. The agreement you conclude with Collectorz.com for the use of the Service has an indefinite duration, unless the parties agree otherwise in writing.
2. If you terminate the agreement in writing within 90 days of concluding the agreement because you are not happy with the Service, Collectorz.com will refund the amounts paid for the Service.
3. In all other events where the agreement is terminated for cause, there will be no reversal of that which Collectorz.com has already delivered nor the related obligation to make payment. You will not receive any refunds as a result of such termination.
4. Collectorz.com may, without prior notice and without becoming liable to you, terminate your agreement with immediate effect if:
 - a. You do not fulfill your payment obligations; or
 - b. You in any way violate these Terms of Use.
5. In addition to other remedies or means available to Collectorz.com, Collectorz.com is at all times entitled to (temporarily) restrict, suspend or put out of use your activities in connection with the Service without giving any reason and without any prior explanation, to discontinue and/or to remove your Account temporarily or permanently, to remove Central Media Data or User Generated Data, to issue a warning, to terminate the Service and to refuse to provide you with the Service, particularly, without limitation, if you act contrary to these Terms of Use and or Collectorz.com is of the opinion that your acts may inflict damage or cause liability for Collectorz.com or yourself with regard to other Users or third parties. Collectorz.com will not be liable or obliged to pay compensation or refund in any way whatsoever for whatever reason.
6. Upon termination, you lose access to the Service. You agree that any rights to your Account or any User Generated Data or Central Media Data terminate upon termination. You agree to delete the Software and all eventual copies thereof from your computer upon termination. Collectorz.com is not obliged to assist in any data conversion or to provide a copy of your User Generated Data of the Central Media Data to you.
7. Upon receipt of a copy of a death certificate, a User's account may be terminated and all User Generated Data, permanently deleted.

Article 12 Payments

1. You must pay the price stated on the website of Collectorz.com for the Services. Payment is made in the manner indicated on the website. Unless explicitly agreed otherwise, payment must be made when you place the order or enter into an agreement.
2. The prices stated on the website may, without prior announcement, be changed.
3. You cannot hold Collectorz.com to any offers and or prices if you should in all reasonableness have known that the offer and/or the price are/is an obvious mistake or obvious error in writing.
4. Collectorz.com reserves the right to charge an upgrade fee in the case of new enhancements or additions to the Service.

5. Complaints regarding (parts of) the Service do not suspend your payment obligation.
6. If you fail to provide full and timely payments, Collectorz.com has the right to immediately suspend the Service or refuse to provide the Service.

Article 13 Miscellaneous

1. These Terms of Use and the use of the Service are governed by and construed in accordance with the laws of The Netherlands. If any provision of these Terms of Use is not enforceable and/or void due to overriding mandatory local law, then this overriding mandatory local law will apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms of Use.
2. To the extent that national or international rules of law do not prescribe otherwise as mandatory, any disputes that arise or are related to the Terms of Use or the use of the Service will solely be submitted to the competent court in Amsterdam.
3. IF A CLAIM IS ARBITRATED, THE USER GIVES UP HIS OR HER RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM THE USER MAY HAVE AGAINST COLLECTORZ.COM INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATION, WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.
4. Collectorz.com is allowed to assign any rights and obligations resulting from these Terms of Use to third parties and will inform you of this. If you do not accept such an assignment, you may discontinue the use of the Service.
5. Notwithstanding any legislative or legal obligations applicable to Collectorz.com, in relation to you Collectorz.com will not be obliged to keep any archived agreement accessible to you.
6. If these Terms of Use are or become partly invalid, you continue to be bound by the remaining part. Collectorz.com will replace the invalid part by clauses which will be valid and of which the legal consequences – considering the conditions and purpose of these Terms of Use – correspond as much as possible with those of the invalid part. You agree that, if any provision of the Terms of Use is found to be invalid by a court, such court should endeavor to give full effect to the Parties' intentions as reflected in such provision.
7. Collectorz.com may amend, update or supplement these Terms of Use. If any modification to these Terms of Use significantly alters your rights or obligations, Collectorz.com will notify you by means of a message on the Service and/or via a system notification message. Any continued use of the Service by User will subsequently constitute acceptance of the Terms of Use (as amended).
8. THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THESE TERMS OF USE, OTHER THAN THOSE EXPRESSLY STATED IN THESE TERMS OF USE.
9. Collectorz.com's failure to exercise or enforce any right granted in the Terms of Use shall not constitute a waiver of such right.
10. These Terms of Use create no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and Collectorz.com, and intends no such relationship.