



Terms of Use

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING ANY PART OF THE PLATFORM.

Welcome to www.MyHuntingPlanner.com (MHP) (together with its subdomains, Content and Marks, the "Site"). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to MyHuntingPlanner.com B.V. ("MHP", "we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a binding legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy that can be accessed by clicking her [Privacy Policy](#) the "Terms"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

- 1. Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
- 2. Ability to Accept Terms.** The Site is only intended for individuals aged sixteen (16) years or older. If you are under 16 years please do not visit or use the Site.
- 3. Site Access.** During the period in which these Terms are in effect, we hereby grant you permission to visit and use the Site, provided that you comply with these Terms and applicable law.
- 4. Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.
- 5. Intellectual Property Rights.**
 - 1. Content and Marks.** The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos,

sounds, videos, interactive features, and services (collectively, the "Materials"), (ii) and User Submissions, as defined below (together with the Materials, the "Content"), and (iii) the trademarks, service marks and logos contained therein ("Marks"), are the sole property of MHP and/or its licensors and are protected by applicable copyright or other intellectual property laws and treaties. The Site, the Site logo, and other marks are Marks of MHP or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.

2. Use of Content. Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, reverse engineered, or otherwise exploited for any other purposes whatsoever (including, without limitation, to create derivative works) without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

6. Third Party Sources and Content.

1. The Site enables you to view, access, browse, link to, and use content from Third Party Sources (defined below) that are not owned or controlled by us ("Third Party Content"). The Site may also enable you to communicate and interact with Third Party Sources. "Third Party Source(s)" means: (i) third party websites and services; and (ii) our partners and customers.
2. We have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
3. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (defined below) of, or relating to, any Third Party Content.
4. By using the Site you may be exposed to Third Party Content that is inaccurate, offensive, indecent, or objectionable. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
5. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against MHP, and release MHP from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

7. User Submissions.

1. Responsibility. The Site may permit the submission, browsing, hosting, sharing and publishing of Content by you and other users ("User Submissions"). You understand that

whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions) at any time and for any reason.

2. **Ownership.** You represent and warrant that you own or have the necessary rights and permissions to use and authorize the Site to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.
3. **License to User Submissions.** By submitting the User Submissions to MHP, you hereby grant MHP a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of display, and perform the User Submissions in connection with the Site and MHP business, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, all in accordance with these Terms.
4. **Prohibited Content.** You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.
5. **Exposure.** You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that MHP is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against MHP with respect to (i) and (ii) herein.

8. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

9. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Site, and your use thereof, as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce the Site Terms, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of NI, its users or the public.

10. **Links.**

1. The Site may contain links, and may enable you to post content, to third party websites that are not owned or controlled by MHP. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release MHP from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.
2. We permit you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with MHP or present any false information about MHP and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (v) you, and your website, comply with these Terms and applicable law.

11. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy, which is available at [privacy policy](#) you agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

12. **Warranty Disclaimers.**

1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
2. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. MHP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANT ABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. MHP DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS,

SECURITY BREACHES, OR MALWARE ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT MHP WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

3. MHP DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.
4. YOU SPECIFICALLY ACKNOWLEDGE THAT MHP SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
5. YOUR RELIANCE ON, OR USE OF, ANY SITE CONTENT (INCLUDING WITHOUT LIMITATION, ANY USER SUBMISSIONS), OR INTERACTION WITH ANY THIRD PARTY FEATURED ON THE SITE, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY THIRD PARTY AS A RESULT OF, OR ARISING FROM YOUR USE OF THE SITE, YOU AGREE THAT MHP IS NOT AND SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH DISPUTE. COMMERCIAL CONTENT AND OFFERS ON THE SITE ORIGINATES FROM ADVERTISORS NOT BEING MHP. MHP IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM INCORRECT INFORMATION OF SUCH COMMERCIAL CONTENT AND OFFERS PRESENTED ON THE SITE.
6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.
7. WE ENDEAVOUR TO OFFER YOU VALUABLE INFORMATION ABOUT THE PRODUCTS AND SERVICES THAT ARE FEATURED / REVIEWED ON THE SITE. HOWEVER, IN ORDER TO PROVIDE YOU WITH THIS INFORMATION AT NO COST, WE MUST SEEK REVENUES OPPORTUNITIES THROUGH OTHER MEANS. BY WAY OF EXAMPLE, WE MAY CHARGE A PLACEMENT FEE TO THOSE THIRD PARTIES THAT ARE FEATURED ON OUR SITE, AND WE MAY RECEIVE FEES EACH TIME A USER CLICKS THROUGH TO ONE OR MORE SUCH PARTIES AND/OR ACTUALLY PURCHASES PRODUCTS/SERVICES THAT ARE OFFERED BY ANY OF THEM. IN ALL CASES, HOWEVER, THE REVENUES THAT ARE PAID TO MHP WILL NOT INFLUENCE THE MATERIAL WE PRESENT ABOUT A SPECIFIC THIRD PARTY FEATURED ON OUR SITE.

13. Limitation of Liability.

1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, MHP SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY CORRUPTION OR LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF MHP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MHP FOR ANY AND ALL DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF € 1,000.
14. **Indemnity.** You agree to defend, indemnify and hold harmless MHP and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.
15. **Term and Termination.** These Terms are effective until terminated by MHP or you. MHP, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). MHP shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 15 and Sections 5 (Intellectual Property Rights), 7.3 (License to User Submissions), 11 (Privacy), 12 (Warranty Disclaimers), 13 (Limitation of Liability), 14 (Indemnity), and 16 (Independent Contractors) to 18 (General) shall survive termination of these Terms.
16. **Independent Contractors.** You and MHP are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and MHP. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of MHP.
17. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by MHP without restriction or notification to you.
18. **General.** MHP reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and MHP shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Amsterdam and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that MHP may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and MHP concerning the Site. If a court of competent jurisdiction deems any provision of these Terms invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

