

CONDITIONS FOR A NOTICE OF ALLEGED ILLEGAL CONTENT

The words in these Conditions for a Notice of Alleged Illegal Content written with a capital letter are defined in the MINDZ.com Terms of Use <http://www.mindz.com/files/termsfuse.pdf>.

The following conditions and any applicable statutory regulations shall apply for the Notice.

MINDZ.com B.V. (hereafter: "MINDZ.com") provides its services with utmost care. These services include, among others, the right of its users to publish, transfer and save content by using the Internet.

MINDZ.com is not obliged to supervise whether the content transferred or saved is illegal, or to actively search for facts or circumstances which might indicate illegal activities. Therefore, MINDZ.com cannot guarantee that, by providing its services, no illegal actions may take place by users of these services.

It may, however, be that a user of the services publishes illegal content on the Internet, or acts wrongfully in any other way. If a person, hereafter to be referred to as "the requestor" observes this, they can declare this to MINDZ.com by means of a correctly completed Notice <http://www.mindz.com/files/NoticeOfAllegedIllegalContent.pdf>. With this form, MINDZ.com can be requested to block the content concerned, to cease the illegal activity or to disclose the name, address and residence of the provider of the content. MINDZ.com shall then deal with the notice.

MINDZ.com shall not be liable for whatever damage, direct and/or indirect, suffered by third parties arising from the illegal use of their services by a user, unless MINDZ.com does not block the content concerned or ceases the illegal activity while they have actual knowledge of this by means of the Notice.

MINDZ.com shall retain the right not to grant a request to block content, cease an activity or to disclose personal data of the provider of the content if it has well-founded reasons to doubt the correctness of a statement or as a result of a weighing up of interests. Within this framework, MINDZ.com can, for instance, require a court ruling of a competent court in the Netherlands, which demonstrates that the content concerned is illegal.

MINDZ.com reserves the right to not comply with a request to disclose personal data of the provider of content in the event the request is made more than three months after the moment that the content was discovered by the requestor. MINDZ.com reserves the right to not (fully) comply with a request to disclose personal data of the provider of content in the event MINDZ.com does not (or no longer) have the requested data at its disposal.

If you submit a Notice, you indemnify MINDZ.com and all its affiliated companies as well as its board, managers, employees, representatives and legal successors against any claim by third parties in connection with a blocking of User Content or the provision of the information regarding name, address and town. The indemnification also relates to all the damage and costs suffered by MINDZ.com or which MINDZ.com might suffer as a result or which MINDZ.com has to incur in connection with such a claim, including - but not limited to - reimbursement of legal assistance costs.

MINDZ.com will not be a party in any way whatsoever in a dispute between you and an Applicant or, if you act as the Applicant, between you and another User.

The requestor shall indemnify MINDZ.com and their affiliated companies as well as their management, managing directors, employees, representatives, and successors in title against any claims of third parties relating to a blocking of the content concerned or the disclosure of personal data of the provider of the content. The indemnification also relates to any damages and charges MINDZ.com suffers, will possibly suffer in the future, or MINDZ.com is forced to incur relating to such a claim.

MINDZ.com shall respect and protect all of their users' privacy. Any personal content provided to it within the framework of a statement shall always be treated in confidence and shall only be used to deal with the statement(s) made in the Notice.

These conditions are subject to and construed in accordance with the laws of the Netherlands. Any disputes shall exclusively be submitted to the competent court in Utrecht, The Netherlands.

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