

HeartB - Terms of Service

Last updated: 08/04/2021

These Terms of Service (“ToS”) are between HeartB Foundation (“HeartB”, “we”, “us” or “our”) and you, an individual user (“you”), and governs your use of HeartB’s website at heartb.foundation and any related websites or other online properties owned or controlled by HeartB.

BY ACCESSING OR USING ANY PORTION OF THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TOS. IF YOU DO NOT AGREE TO THE TERMS OF THESE TOS, THEN YOU MAY NOT USE ANY PORTION OF THE SERVICE.

1. Definitions

Service: The HeartB website and any related websites or other online properties owned or controlled by HeartB.

User: Any user of the Service.

Restricted age: The minimum age of 16 years old if you reside in The Netherlands or the European Union, or the restricted age in the territory where you reside.

Additional Terms: Additional terms and/or policies that are required with your use of the Service, such as the Privacy Policy, Cookie Policy and the HeartB Rules.

Account: A registered account to the HeartB website.

HeartB Content: The content that HeartB or its third-party licensors provides to Users on or through the Service, including, without limitation, any sound recordings, audiovisual works, text, graphics, photos, software and interactive features.

Third-Party Content: Third-party websites, products, or services posted by advertisers, our affiliates, our partners, or other users.

User Content: Any content that a User Posts on the Service, including, without limitation, photographs, text, sound recordings, musical works, or audiovisual works, and any other works subject to protection under the laws of The Netherlands or any other jurisdiction, including, without limitation, patent, trademark, trade secret and copyright laws. User Content also includes any content hosted on or accessible through an External Service that is made accessible through the Service. User Content excludes any and all HeartB Content.

HeartB Trademarks: HeartB’s registered and/or unregistered trademarks, service marks and logos that are used and displayed on the Service.

Trademarks: Any other trademarks or service marks owned by third parties, in conjunction with HeartB Trademarks.

Post: Any content that Users upload, post or transmit to or through the Service.

Use: Make available, create or derivative works from, retransmit from External Service, and or otherwise exploit and use, whether in a linear or on-demand basis.

Objectionable Content: Any User Content that is or could be interpreted, as HeartB may determine in its sole discretion, (i) abusive, bullying, defamatory, harassing, harmful, hateful, inaccurate, infringing, libelous, objectionable, obscene, offensive, pornographic, shocking, threatening, unlawful, violent, vulgar or in violation of any applicable laws; or (ii) promoting any product, good or service, or bigotry, discrimination, hatred, intolerance, racism or inciting violence.

External Services: Any third-party websites or services.

Donation Agreement: A donation agreement is an agreement on a gratuitous basis, through which one of the parties, engages himself to make a disposition out of his own property with the purpose to enrich the other party to the agreement.

Repeat Infringer: Any User on the Service that has Posted User Content and for whom HeartB has received more than three takedown notices regarding such User Content.

HeartB Parties: HeartB and its affiliates.

Indemnitees: HeartB Parties and its and their officers, directors, employees, consultants, representatives, agents, contractors, licensors, successors, assigns and third-party service providers.

Claims: Any claims, losses, liabilities, sums of money, damages, expenses, and costs, including, but not limited to, reasonable legal and accounting fees.

2. General Terms and Conditions

2.1 Description. HeartB is an online platform and social media website that allows users to upload and share user-generated content.

2.2 Eligibility. The Service is not accessible to Users under the Restricted Age. If you are under the Restricted Age, then you must not use or access the service at any time or in any manner. Furthermore, by using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years old and entered into these ToS on your behalf. In all cases, the Service is not for any users previously suspended or removed from the service by HeartB.

2.3 Changes. As the Service may undergo changes over time, we need the right to modify these ToS to match the changing functionalities of the Service. You therefore agree that HeartB reserves the right, in our sole discretion, to amend, modify, add, remove or change these ToS or portions thereof at any time and such modifications will become part of these ToS. HeartB will provide you at least 14 days advance notice and may require that you subsequently take an affirmative action acknowledging agreement to the revised ToS before continuing to access the Service. You may read a current, effective copy of these ToS at any time at heartb.foundation/tos. Any changes become effective immediately upon posting of the revised ToS on the Service and your use of the Service after such time will constitute your acceptance of the revised ToS. If any change to these ToS is not acceptable to you, then your sole remedy is to stop using the Service. Notwithstanding the preceding sentences of this Section 2.3, no revisions to these ToS will apply to any dispute between you and HeartB that arose prior to the effective date of those revisions.

2.4 Privacy Policy. Your access to and use of the Service is also subject to HeartB's Privacy Policy located [here](#), the terms and conditions of which are incorporated herein by reference.

2.5 Jurisdiction. The Service is controlled and operated by HeartB from The Netherlands. HeartB makes no representation that materials on the Service are appropriate, lawful or available for use in any locations other than The Netherlands. If you choose to access or use the Service from another country, you do so on your own initiative and you are responsible for compliance with local laws and regulations. Access to the Service from jurisdictions where the content or practices of the Service are illegal, unauthorized or penalized is strictly prohibited.

2.6 Additional Terms. HeartB may require you to agree to Additional Terms to use the Service. Such Additional Terms are hereby incorporated into and subject to these ToS, and these ToS will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency, unless such Additional Terms expressly supersede a term in these ToS.

3. Community Guidelines

In addition to any other restrictions set forth in these ToS, and without limiting those restrictions, when accessing or using the Service, you agree not to (and not attempt to or assist any other person or entity in doing any of the following):

- a. attempt to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up any part of the Service, except to the extent any such restrictions are expressly prohibited by applicable law;
- b. access the Service in order to build a similar or competitive website, product, or service;
- c. access, tamper or interfere with or disrupt the Service, networks or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
- d. create a new Account with HeartB, without HeartB's express written consent, if HeartB has previously disabled an Account of yours;
- e. delete, alter or make unauthorized copies of any content (whether HeartB Content, User Content, or otherwise) made available on or through any part of the Service, excluding any User Content that you have Posted;
- f. delete any copyright or other proprietary rights notices on any part of the Service;
- g. gain unauthorized access to the Service, to other Users' Accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service;
- h. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access accounts of others without permission, forge another person's digital signature, misrepresent the source, identify or content of information transmitted via the Service, or perform any other fraudulent activity;
- i. Post any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service;
- j. remove, circumvent, disable, damage or otherwise interfere with security-related features of any part of the Service, features that prevent or restrict use or copying of any content accessible on any part of the Service, or features that enforce limitations on use of any part of the Service or any content thereon;
- k. rent, lease, loan, resell, sublicense, distribute or otherwise transfer any part of the Service or content thereon to any third party;
- l. restrict, discourage or inhibit any person from using the Service or disclose personal information about a third person on the Service or obtained from the Service without the consent of that person;
- m. take any action or Post any User Content in violation of the [HeartB Rules](#);

- n. use the Service, without HeartB's express written consent, for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming; or
- o. violate any applicable federal, state or local laws or regulations or the terms of these ToS.

4. Accounts

4.1 Accounts. While you may access any public portions of the Service without registering an Account with HeartB, you must register an Account with HeartB in order to enjoy the full benefits of the Service. You may also register and log into the Service using credentials from a supported External Service. When you register for an Account, you must provide us with some information about yourself such as your name and email address. You may not select or use an Account username that is: (i) a name of another person with the intent to impersonate that person; (ii) a name subject to any rights of any person, entity, or organization other than yourself without appropriate authorization; or (iii) a name that violates the HeartB rules.

4.2 Account Security. You are responsible for the security of your Account and you are fully responsible for all activities that occur through the use of your credentials. If you suspect or know of any unauthorized use of your log-in credentials or any other security breach regarding your account, you agree to notify HeartB immediately at support@heartb.foundation. HeartB will not be liable for any direct or indirect loss or damage arising from unauthorized use of your credentials prior to you notifying HeartB of such unauthorized use or loss of your credentials. You will not license, sell, or transfer your Account without our prior written approval.

4.3 Accuracy of Information. When creating an Account, you agree to provide HeartB with true, complete and accurate information and update such information to preserve its accurateness and correctness. HeartB reserves the right, in its sole discretion, to cancel, disallow, change or remove certain usernames and may, with or without prior notice and without liability to you, suspend or terminate your Account if activities occur on your Account that would or might: (i) constitute a violation of these ToS; (ii) cause damage to or harm the Service; (iii) violate or infringe any third party rights; (iv) damage, harm or diminish the reputation of HeartB; (v) violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then HeartB may terminate your Account immediately without notice to you and without any liability to you or any third party.

5. General use of the Service

5.1 License. Subject to your complete and ongoing compliance with these ToS, HeartB hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right and license to: access and use all other portions of the Service, in each case, solely for your personal use. HeartB reserves all rights not expressly granted to you by these ToS.

5.2 Content. Except for User Content, the HeartB Content that we provide for our Users on or through the Service, are protected by copyright or other intellectual property rights and owned by HeartB or its third-party licensors. Moreover, HeartB solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and any related goodwill.

5.3 Third-Party Content. Third-Party Content is not under our control and we are not responsible for any Third-Party Content. Your use of Third-Party Content is at your own risk and you should do your

own research before proceeding with any agreement, subscription, transaction concerning such Third-Party Content. The Services may also contain sponsored Third-Party Content or advertisements. These sponsored content and advertisements are subject to change, and you agree that HeartB may place advertisements in connection with the display of any Content or information on the Services, including your User Content.

5.4 Marks. Except as otherwise permitted by law, you may not use the Trademarks to disparage or harm HeartB or the applicable third party, HeartB's or a third party's products or services, or in any manner that may damage or tarnish any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any website without HeartB's prior express written consent. All goodwill generated from the use of any HeartB Trademark will inure solely to HeartB's benefit.

5.5 Reservation of Rights. HeartB hereby reserves all rights not expressly granted to you in this Section 5. Accordingly, nothing in these ToS or on the Service will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Service or any HeartB Content or Trademarks located or displayed therein.

5.6 Functionality. HeartB, in its sole discretion, may provide functionalities across the Service and may disable functionalities, temporarily or permanently, at any time, without any liability to you.

6. User content; License to HeartB

6.1 Screening Content. HeartB does not pre-screen any User Content, but reserves the right to delete, remove, disallow or block any User Content in its sole discretion. Additionally, HeartB reserves the right to delete, remove, disallow or block any User Content: (i) that HeartB considers a violation of these ToS, any applicable laws or would be considered Objectionable Content; or (ii) after complaints by other Users, licensors or intellectual property owners or their representatives, without notice and without any liability to you. These rights do not constitute any obligation to delete, remove, disallow or block any User Content and HeartB decides, in its sole discretion, to take remedial action or to refrain from acting. HeartB recommends that you save copies of any User Content that you Post on your personal device(s) or other storage media to ensure that you have permanent access to copies of such User Content.

6.2 Ownership. You retain ownership of any rights you may have in your User Content and posting your User Content does not transfer ownership of your rights to HeartB or any third party.

6.3 License to HeartB. You hereby grant HeartB an unrestricted, assignable, sublicensable, revocable (except as set forth below), royalty-free, fully paid-up license throughout the universe to Use all or any part of all User Content you Post by any means and through any media and formats, whether now known or hereafter developed, for the purposes of:

(i) advertising, marketing, and promoting HeartB, the Service, and the availability of your User Content on the Service;

(ii) displaying and sharing your User Content to other Users of the Service;

(iii) providing the Service as authorized by these ToS;

(iv) reproducing and distributing your User Content in merchandise offered for free or for a fee; and

(v) sublicensing third parties to Use your User Content as HeartB deems appropriate in its sole discretion, including, by way of example and not limitation, to advertise, market and promote such third parties' products, goods or services and the availability of your User Content as made available by such third parties.

You acknowledge and agree that you are not entitled to any payments from HeartB, and sublicensees of HeartB, or any other third party for Uses of your User Content as authorized in these ToS. Following any termination of the licenses set forth in this Section, HeartB may make and retain archival copies of your User Content in a manner consistent with HeartB's practices regarding data retention and backups. These archival copies of your User Content will not be retained for more than 30 days (Section 9.2). Notwithstanding any other provision in these ToS, the licenses granted in this Section 6.4 are perpetual and irrevocable with respect to any of your User Content that HeartB sublicenses to any third party prior to the effective date of termination of your license grant with respect to any item of your User Content as set forth below.

6.4 You Must Have Rights to the Content You Post. You must not Post any User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of the User Content you intend to Post. You represent and warrant that: (i) you own the User Content Posted by you or otherwise have all rights necessary to grant the license set forth in these ToS; (ii) the Posting and Use of your User Content does not violate the privacy rights, publicity rights, copyrights, trademark rights, patent rights, trade secret rights, contract rights, or any other rights of any party, including, but not limited to, the rights of any person visible in any of your User Content; (iii) the Posting of your User Content will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the Posting of your User Content does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person resulting from Posting your User Content, including from HeartB's exercise of the license set forth in Section 6.4.

6.5 Waiver of Rights to User Content. If you Post any User Content, you waive any rights to prior inspection or approval of any marketing or promotional materials related to such User Content. You also waive any and all rights of privacy, publicity or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post. In accordance with article 25 of the Dutch Copyright Act, the right to oppose any distortion, mutilation or other impairment of the work that could be prejudicial to the reputation or name of the maker or to his dignity as maker cannot be waived.

6.6 Non-Confidentiality. You must not Post any User Content on or through the Service that would be considered confidential or proprietary. Any User Content Posted by you or otherwise transmitted to HeartB will be considered non-confidential and non-proprietary and will be treated as such by HeartB. HeartB may use this User Content in accordance with these ToS without notice to you, and without liability to HeartB.

6.7 Objectionable Content. You are not permitted to and agree not to Post any User Content that is or could be interpreted to be, as HeartB may determine in its sole discretion, Objectionable Content. Posting any Objectionable Content may subject you to third party claims and none of the rights granted to you in these ToS may be raised as a defense against any third-party claims arising from any Posting from you of Objectionable Content. You also agree not to use the Service for illegal or unlawful purposes. If you encounter any Objectionable Content on the Service, then please immediately report this Content or email us at support@heartb.foundation. HeartB has no obligation to remove or take any action regarding any Objectionable Content on the Service, but HeartB in its

sole discretion may take any actions it deems necessary and/or appropriate against any User who Posts Objectionable Content. These actions include, without limitation, warning the User, suspending or terminating the User's account, removing some or all the User's User Content and/or reporting the User to law enforcement authorities. By accessing and using the Service, you agree and acknowledge that you may be exposed to Objectionable Content.

6.8 No Liability. HeartB will not be liable for any use or misuse of User Content by any User or any third party sublicensee, whether arising from a breach of these ToS or any other agreement entered into between a User or a third party and HeartB. Furthermore, owners or operators of External Services or third party sublicensees of HeartB will not have any separate liability to you or any other third party for User Content Posted or Used on such External Services or by such third party sublicensees via the Service.

7. External Services

The Service may contain links to or the ability to share information with External Services, including through features that allow you to link your Account on HeartB with an account on an External Service, such as Facebook and Google. HeartB does not affirm the validity, accuracy or security of any External Services or the content or materials made available on such External Services. All External Services and any content on such External Services are developed and provided by others. HeartB is not responsible for the content or materials, or the validity, accuracy or security in connection with these content and materials thereon. All Users should take precautions while accessing or using any External Services, or when downloading files from these External Services to protect your computer and mobile devices from viruses, malware and other destructive programs. If you decide to access or use any External Services, purchase any content from External Services or subscribe to services offered by such External Service, then you do so at your own risk. You agree that HeartB will have no liability to you arising from your use, engagement, exposure to or interaction with any External Services.

8. Donations

8.1 Donation Agreement. HeartB offers individuals and legal entities the opportunity to donate to HeartB through a Donation Agreement. This Donation Agreement is applicable in all situations in which a donor makes an online donation via heartb.foundation. A financial contribution or donation helps HeartB to achieve its purpose and mission, as laid down in its statutes. HeartB could also determine, in its sole discretion, to use the donation to pursue a specific purpose or objective. Moreover, the donation made by a donor will fully benefit HeartB and could be used for innovations, improvements, expansions, and any other legitimate reasons to achieve its purpose and mission. The donor has the option to donate once or to donate periodically.

8.2 Conditions. Donations will be accepted from every individual and legal entity. If you choose to contribute or donate to HeartB, you agree and acknowledge that:

- a. These ToS and Dutch Law are applicable;
- b. There is a legally binding agreement between you, as a donor, and HeartB;
- c. The donation is provided to HeartB as an irrevocable gift, without any additional conditions or obligations to HeartB;
- d. The donor cannot derive any rights from a donation or the Donation Agreement;
- e. The donor is at least 18 years old, when the donation is made by an individual. If the donor has not reached the required age of 18 years old, permission is needed from his legal representative;

- f. The donor has power of disposition and control over the money that will be donated;
- g. The donor is obliged to provide his full name and contact details correctly and truthfully.

8.3 Confidentiality, publicity & privacy. HeartB attaches great importance to transparency, but also values the privacy and anonymity of donors. Without explicit consent, personal data of donors will not be published or disclosed to the public. However, HeartB could disclose personal data of donors if we have to comply with a request of a judicial or administrative authority, law enforcement or a government agency or if that is required by Dutch law. HeartB processes the personal data provided by the donor in accordance with all applicable legal regulations, these ToS and its Privacy Policy. HeartB does not disclose any personal data to third parties. You can read HeartB's [Privacy Policy](#) if you would like to know more about the collection and processing of your personal data.

8.4 Refusal and cancellation of contributions. HeartB reserves the right, in its sole discretion and without limitation, to refuse and return any donations where it believes that accepting this donation would be contrary to law, contradictory to HeartB's values or objectives or when the acceptance could damage HeartB's reputation or independence. Recurring donations can be cancelled at any time. If you would like to cancel your recurring donation, you can send us an email at support@heartb.foundation. Cancellation requests will be confirmed and processed within 48 hours.

9. Term and Termination

9.1 Term. As between you and HeartB, the term of these ToS commences as of your first use of the Service and continues until the termination of these ToS by either you or HeartB.

9.2 Termination. You may terminate these ToS by sending a written notification to HeartB at support@heartb.foundation, deleting your Account and terminating all other uses of the Service. If you wish to delete any of your User Content from the Service, then you can ask HeartB to do so for you by contacting HeartB at support@heartb.foundation. HeartB will delete your User Content within 30 days of receipt of your request. With respect to backup copies made of your User Content in the ordinary course of business, your license grant to HeartB for your User Content will also not be retained for more than 30 days. When you delete your User Content, it's no longer visible to other Users, however it may continue to exist elsewhere on the Service where:

(i) immediate deletion is not possible due to technical limitations (in which case, your User Content will be deleted within a maximum of 60 days from when you delete it). HeartB will inform you within 30 days if that's the case;

(ii) your User Content has been used by others in accordance with Section 6.4 and they have not deleted it (in which case your license to HeartB will continue to apply until that User Content is deleted); or

(iii) where immediate deletion would restrict our ability to:

a. investigate or identify illegal activity or violations of HeartB's terms and policies (for example, to identify or investigate misuse of our Service);

b. comply with a legal obligation, such as the preservation of evidence; or

c. comply with a request of a judicial or administrative authority, law enforcement or a government agency;

In which case, the User Content will be retained for no longer than is necessary for the purposes for which it has been retained. The exact duration will vary on a case-by-case basis if we have to comply with a legal obligation or if we have to comply with a request of a judicial or administrative authority, law enforcement or a government agency. If we are investigating or identifying illegal activity or violations of HeartB's terms and policies, your User Content will be deleted within 60 days. HeartB will inform you at all times and within 30 days if immediate deletion is not possible and the reason why. In each of the above cases, any license granted to HeartB will continue until the User Content has been fully deleted.

HeartB reserves the right, in its sole discretion, to restrict, suspend or terminate these ToS and your access to all or any part of the Service at any time without prior notice or liability if you breach any provision of these ToS or violate the rights of any third-party copyright owner. HeartB may further terminate these ToS immediately for any other reason with or without notice to you, using the email address associated with your account credentials. HeartB reserves the right to change, suspend or discontinue all or any part of the Service at any time without prior notice or liability.

9.3 Survival. Sections 2.3, 2.4, 2.5, 2.6, 4.2, 4.3, 5.2, 5.3, 5.4, 5.5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.1 and all defined terms used therein will survive the termination of these ToS indefinitely.

10. Notice and procedure for making claims of copyright or other intellectual property infringements

10.1 Respect of Third-Party Rights. HeartB respects the intellectual property of others and takes the protection of intellectual property very seriously, and HeartB asks Users to do the same. Infringing activity will not be tolerated on or through the Service.

10.2 Repeat Infringer Policy. HeartB's intellectual property policy is to: (i) remove or disable access to material that HeartB believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Service; and (ii) remove any User Content uploaded to the Service by any Repeat Infringer. However, HeartB can terminate the Account of any User after receipt of a single notification of claimed infringement or upon HeartB's own determination.

10.3 Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send us an email at support@heartb.foundation. Your email must include substantially the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- b. Identification of the specific work or material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit HeartB to locate the material;
- c. Your full name, address, telephone number and email address;
- d. A statement that you believe in good faith that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

- e. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10.4 Counter Notification. If you receive a notification from HeartB that material made available by you on or through the Service has been the subject of a claimed infringement, then you will have the right to provide HeartB with a counter notification. You can send a counter notification by email at support@heartb.foundation and it should include substantially the following information:

- a. A physical or electronic signature;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement under penalty of perjury that you believe in good faith that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- d. Your full name, address, telephone number and email address.

10.5 Counter Notification Procedure. If you have submitted a counter notification, HeartB will promptly provide the person who proved the notification of claimed infringement with a copy of your counter notification. HeartB will inform that person that HeartB will replace the removed User Content or will refrain from disabling access to it. HeartB will do this within 14 business days after receiving the counter notification.

11. Limitations on liability and warranty disclaimer

The following terms in this Section 11 apply to the fullest extent permitted by law:

11.1 The HeartB Parties make no warranties or representations about the Service and any Content available on the Service, including, but not limited to, the accuracy, completeness, appropriateness, timeliness or reliability thereof. The HeartB Parties will not be subject to liability for the truth, accuracy or completeness of any content on the Service, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data, or information streamed on the service from whatever cause. As a User, you agree that you use the Service and any content thereon at your own risk. You are solely responsible for all Content you upload to the Service.

11.2 The HeartB Parties do not warrant that the Service will operate error free, or that the Service and any Content thereon are free of computer viruses, malware or similar contamination or destructive features. If your use of the Service or any Content thereon results in the need for servicing or replacing equipment or data, no HeartB Party will be responsible for those costs.

11.3 The Service and all Content thereon on the website are provided on an “as is” and “as available” basis without any warranties of any kind. Accordingly, the HeartB Parties disclaim all warranties thereto, including, but not limited to, the warranties of title, merchantability, non-infringement of third parties’ rights and fitness for particular purpose.

11.4 In no event will any HeartB Party be liable for any special, indirect, punitive, incidental or consequential damages, lost profits or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any Content thereon, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if such HeartB Party has been advised of the possibility of such damages.

11.5 To the fullest extent permitted by law, any dispute you have with any third party arising out of your use of the Service, including, by way of example and not limitation, any carrier, copyright owner or other user, is directly between you and such third party, and you irrevocably release the HeartB Parties from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

12. Dispute resolution

These ToS and any action arising out of your use of the Services will be governed by the laws of The Netherlands and the European Union without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with your use of the Services will be brought solely in The Netherlands, and you consent to the jurisdiction and venue of the Amsterdam District Court and waive any objection as to inconvenient forum.

13. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless HeartB Parties and its and their Indemnitees in any third party actions, claims, and demands and to indemnify HeartB and its Indemnitees from and against any and all Claims arising from such action or claim and related to: (a) your breach of these ToS; (b) your access to, use or misuse of HeartB Content or the Service; (c) your violation of applicable laws or regulations; or (d) your User Content. For the avoidance of doubt, the following actions fall within the scope of this Section 13: (i) any infringement of intellectual property rights, portrait rights, copyrights, or any other third party rights; (ii) Posting any Objectionable Content, as defined in the Section 1. HeartB will provide notice to you of any such claim, suit or proceeding. HeartB reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section if HeartB believes that you are unwilling or incapable of defending HeartB's interests. In such case, you agree to cooperate with any reasonable requests assisting HeartB's defense of such matter at your expense.

14. Consent to electronic communications

By using the Service, you consent to receiving certain electronic communications from HeartB as further described in the Privacy Policy. If you would like to learn more about your choices regarding HeartB's electronic practices, you can read HeartB's Privacy Policy. You agree that any notices, agreements, disclosures or other communications that HeartB sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

15. General

15.1 Miscellaneous. These ToS are governed by the internal substantive laws of The Netherlands without respect to its conflict of laws provisions. You agree that no other relationship exists between you and HeartB as a result of these ToS or use of the Service, than explicitly stated by these ToS. If any provision of these ToS is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these ToS, which

will remain in full force and effect. Failure of HeartB to act on or enforce any provision of these ToS will not be construed as a waiver of that provision or any other provision in these ToS. No waiver will be effective against HeartB unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by HeartB and you, these ToS constitutes the entire agreement between you and HeartB with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The Section headings are provided merely for convenience and will not be given any legal import. These ToS will inure to the benefit of HeartB's successors and assigns. You may not assign these ToS or any of the rights or licenses granted hereunder, directly or indirectly, without the prior express written consent of HeartB. HeartB may assign these ToS, including all its rights hereunder, without restriction.

15.2 Contact Us. If you would like to contact HeartB in connection with your use of the Service, then please email us at support@heartb.foundation.