

GENERAL TERMS AND CONDITIONS

VISIT-X is an offering of VISIT-X B.V., Krijn Taconiskade 424, NL-1087 HW Amsterdam (hereinafter: "VISIT-X").

This is a directory service (hereinafter: "Service") by which providers (hereinafter: "Providers") may present themselves to the visitors of the website (hereinafter: "Users" or "you") and enter into direct contact with them. The Providers offer Users various means – in some cases subject to payment – of exchange, with exchange of erotic content also being tolerated. The focus in this regard is on the paid video chats of the Providers arranged by VISIT-X.

VISIT-X has commissioned campoint AG, Dr.-Hermann-Neubauer-Ring 32, DE-63500 Seligenstadt (hereinafter: "campoint") to provide various services.

I.

CONTRACTUAL CONDITIONS BETWEEN VISIT-X AND THE USER

1. SCOPE AND AMENDMENTS

1.1

The General Terms and Conditions hereinafter shall apply to all services of VISIT-X offered to the Users within the scope of the Service. Providers shall be subject to separate terms and conditions.

1.2

VISIT-X may amend these General Terms and Conditions at any time. VISIT-X shall notify the User of the amended General Terms and Conditions after the User's login on the website. The amendments shall take effect unless an objection in text form reaches VISIT-X no later than four weeks from User's receipt of the notification. Upon notification of the amendments, VISIT-X shall inform the User separately of the consequences of failure to object.

2. AGE OF MAJORITY

The services of VISIT-X are exclusively addressed to persons who have reached the age of eighteen and who are considered to be of legal age in the country in which they are resident. Minors are excluded from using the service.

3. SUBJECT MATTER OF THE OFFERING

3.1

VISIT-X shall make the Service available by which Providers and Users may enter into contact and any kind of exchange. Arrangement of contact by the Service shall take place free of charge for the User. Furthermore, VISIT-X enables the user to book a TV Premium or VIP Club membership for an additional fee. The currently included service for each membership is displayed on the website during the booking process.

3.2

The services of the Provider are not services performed by VISIT-X for the User. Furthermore, VISIT-X shall not appropriate the content of the Providers as its own. If the User uses the service of the Provider, the contract shall be entered into exclusively and directly between the User and the Provider. VISIT-X shall assist the Provider in performing the existing contractual relationships between the User and the Provider.

3.3

In addition, VISIT-X offers Users its own content, such as videos and images, for usage via the service.

3.4

VISIT-X may involve subcontractors or other third parties for services in connection with the operation of the Service at any time.

4. REGISTRATION AND ACCESS DATA

4.1

To use the Service, registration shall be required for the purpose of identifying the User as well as subsequently performing the contractual relationship with the Providers. For this purpose, the User shall choose a user name as well as a password (hereinafter: "Access Data"). Registration of the User shall be free of charge.

4.2

When registering as well as when making any other use of the Service, the User shall make truthful statements on his/her personal details. Changes in data shall be notified to VISIT-X in text form (e.g. e-mail) without undue delay or – after notification by phone – confirmed in text form in each case without undue delay.

4.3

The User shall protect the Access Data from access by third parties, in particular minors. The User shall bear the full responsibility for any use of the services arranged via the Service made with his/her Access Data. The User shall notify VISIT-X of, or – after notification by phone – confirm in text form to VISIT-X, the loss of the Access Data or of unauthorised access to the Access Data by third parties in text form (e.g. by e-mail) without undue delay.

4.4

VISIT-X shall be entitled at any time to block an access of the User to the Service without being required to state any grounds for such measure. This shall apply in particular if

- a. the User is suspected of having provided false details upon registration,
- b. the User has breached these General Terms and Conditions,
- c. a criminal offense is suspected, or
- d. the User has failed to perform his/her payment obligations towards VISIT-X or towards the Providers in accordance with the contractual terms and conditions under section II.

4.5

Both the User and VISIT-X shall have the possibility of defining individual limits (e.g. maximum amount in euros per month) via the Service for paid use of services of the Providers. VISIT-X points out to the User that, irrespective of limits on use agreed between the User and VISIT-X, the User's payment services provider may subject the use of a means of payment to individual maximum amount limits.

5. VISIT-X CLIENT CARD

5.1

VISIT-X grants the User the possibility of acquiring a virtual client card (VISIT-X Client Card). The VISIT-X Client Card shall be deposited in the user section protected by the User's Access Data.

5.2

After first being loaded by the User, the VISIT-X Client Card may be used by the User to pay the contracts entered into by means of the Service with the Providers authorised thereunder for the services offering authorised thereunder in the amount of account balance acquired through loading. In this connection, payment shall be made to campoint since the Providers assigned all their receivables under the contracts with the User in advance to campoint. In addition, the VISIT-X Client Card may be used by the User to pay receivables of VISIT-X itself under contracts for the purchase of content in accordance with clause 3.3. The VISIT-X Client Card may not be used to make payments for other services of third parties.

5.3

The VISIT-X Client Card may be loaded by the User using the payment methods made available by VISIT-X in each case on the website up to an amount capped at 150.00 € in each case. The question of which payment methods shall be offered to the User shall be left to the duly exercised discretion of VISIT-X. The User may also be offered the option of payment by invoice. In this case, the User agrees to electronic invoicing. Certain payment methods for loading the VISIT-X Client Card are subject to fees. The current prices and fees for the services of VISIT-X in connection with the loading of the VISIT X Client Card are each shown on the website. However, the User shall always be offered at least one common and reasonable free payment method. Payments shall be made to campoint. In the event of payment by way of SEPA Core Direct Debit scheme, the User shall be informed in advance of the direct debit no later than one day prior to the due date. As soon as the payment has been received by campoint, the VISIT-X Client Card shall be credited with a balance in euros equal to the value of the User's payment. Under the user section, the User can view his/her current balance. Without prejudice to clause 5.6, repayment of the balance is excluded.

5.4

To draw on the balance, the User, when entering into a contract for a Provider service, shall choose his/her VISIT-X Client Card as payment method. The amount owed for the specific service shall be deducted from the balance of the VISIT-X Client Card. Balances acquired by a loading of older date shall be debited by priority compared with a balance acquired by a loading of more recent date.

5.5

The balance on the VISIT-X Client Card may be drawn on for a period of three years as of the end of the year in which the User acquired the balance by loading his/her VISIT-X Client Card. The balance shall be forfeited once this time limit has expired.

5.6

In the event of the User's access being blocked by VISIT-X in accordance with clause 4.4, VISIT-X, at User's request in text form (e.g. e-mail), shall pay out to the User any balance remaining on the VISIT X Client Card, after presentation of ID, cashlessly into an account of the User kept with a credit institution in the SEPA area provided that no legal grounds against such payment exist. The User shall furnish VISIT-X with a right of pledge in the payment claims accruing to the User under this 5.6. The pledge shall be furnished as security for all existing and future claims, including contingent claims, to which VISIT-X has against the User under this Agreement. VISIT-X accepts the furnishing of the pledge.

6. SUBSCRIPTIONS

The TV Premium and VIP Club memberships are additional services offered by VISIT-X for a fee, which provide the user with special advantages when using the service.

Such a subscription can be concluded additionally. Subscription fees are billed on a recurring monthly basis, starting on the day the subscription is concluded.

Subscriptions are concluded for an indefinite period of time and can be cancelled at any time at the end of the current billing period by sending an e-mail to support@visit-x.net or directly in the user menu. The cancellation must be made at least one week before the end of the current billing period.

- a. The TV Premium Membership enables the user to use additional TV content of the VISIT-X TV offer. This TV package additionally offers a free trial month for new customers who have verifiably not yet used the package, which can be cancelled with immediate effect at any time before the end of the trial period. The free trial month can only be used once by each customer.
- b. In addition to the use of additional TV content, VIP Club membership offers various VIP benefits, which can be viewed at <https://www.visit-x.net/de/vipclub/>.

7. USER'S DUTIES OF CONDUCT

7.1

Lawful conduct

The User has an obligation to conduct himself/herself in a lawful manner.

Particularly in connection with the use of the Service, the User shall not

- a. store any content, post any content on the internet, offer or procure access to any content or promote any content that is in violation of provisions of criminal, narcotics, drugs or weapons legislation;

- b. post to the Internet, offer or procure access to any images, video or live sequences which show either minors or animals and/or objects which are generally associated with minors or animals, or which are otherwise in violation of the provisions on protection of youth and of animal welfare.

7.2

Use of personal data

- a. Each User shall make responsible use of all personal information that he/she receives in connection with the user of the Service.
- b. The User is prohibited from exchanging personal data with the Provider to use or disclose the same for making contact with the Providers by other means.
- c. Prohibition on Advertising

The User shall refrain from undertaking any advertising measures in connection with the service. The User shall especially be prohibited from soliciting providers or other Users for his/her own offerings or offerings of third parties. Solicitation of Users shall be deemed to be any conduct by which Users are made aware of services of providers or third parties which are not offered via the service. In this regard it does not matter whether such conduct constitutes are just attempted or if a successful solicitation takes place.

7.3

User's liability, access blockage

- a. In the event contravention of duties of conduct of this clause 6, VISIT-X may block access of the User immediately pursuant to clause 4.4(b).
- b. VISIT-X explicitly points out to the User that in the event of violations of the foregoing obligations which are attributable to the User, damage and cease-and-desist claims may be asserted by VISIT-X.

7.4

Reservation of review

VISIT-X reserves the right to use suitable means to monitor compliance with the above obligations giving due regard to the applicable provisions of data protection law.

8. REMUNERATION AND INVOICING

8.1

VISIT-X offers the Users a TV Premium or VIP Club membership for an additional fee. VISIT-X reserves the right to periodically adjust the services and prices relating to the memberships. In each case, current prices are displayed on the website. In addition, VISIT-X offers the User the acquisition of content subjected to fees according to clause 3.3.

8.2

The due date of the fees for the memberships depends on the date of conclusion. The fees for the purchase of content according to section 3.3 are due upon providing the service. The user can make the payment by means of the payment methods displayed on the website in each case. The question of which payment methods shall be offered to the User shall be left to the duly exercised discretion of VISIT-X. The User may also be offered the option of payment by invoice. In this case, the User agrees to electronic invoicing. Certain payment methods are subject to fees. The current prices and fees for the services of VISIT-X in connection with paying the membership fees are each shown on the website. However, the User shall always be offered at least one common and reasonable free payment method. Payments shall be made to campoint. In the event of payment by way of SEPA Core Direct Debit scheme, the User shall be informed in advance of the direct debit no later than one day prior to the due date.

9. REVOCATION AND TERMINATION

9.1

Revocation right

a. Revocation right

You are entitled to revoke the contract on the purchase of the TV Premium or VIP Club membership, charging up the VISIT-X Client Card and/or on the purchase of content within fourteen days without stating any grounds. The revocation period is fourteen days from the date when the contract is entered into.

To exercise your right of revocation, you must inform us VISIT-X B.V., Krijn Taconiskade 424, NL-1087 HW Amsterdam, E-Mail: support@visit-x.net, Phone: 00 800 300 000 77) by means of a clear notice (e.g. letter sent by post, fax or e-mail) about your decision to revoke such contract. For this purpose you may use the attached sample revocation form, which however is not required. ([link to sample revocation form](#))

To preserve the revocation period, it is sufficient for you to send the notice on the exercise of the revocation right before expiry of the revocation period.

b. Consequences of revocation

If you revoke this Agreement, we are required to refund you all payments we have received from you, including the delivery costs (with the exception of any additional costs arising from your choice of a type of delivery other than the favorable standard delivery option offered by us), without undue delay and no later than within fourteen days from the date when the notice on your revocation of this Agreement has reached us. For such refund, we shall use the same means of payment used by you in the original transaction, unless expressly agreed otherwise with you; under no circumstances shall we charge you any fees for such refund.

If you have requested that a service should commence during the revocation period, you shall pay us a reasonable amount equal to the proportion of the services already provided up to the time when you inform us of the exercise of the revocation right in respect of this Agreement as compared with the total scope of the services contemplated under the Agreement.

End of instruction on right of revocation

9.2

Right of termination

The user as well as VISIT-X can cancel the TV Premium or VIP Club membership without giving reasons at any time up to one week before the due date of the subsequent fee. The user can cancel the membership by sending an e-mail to support@visit-x.net or via the settings in the user menu of his account. The right to extraordinary termination for cause remains unaffected.

The termination of the TV Premium or VIP Club membership has no effect on the user's account. An account termination is possible at any time and must be made separately.

10. LIABILITY

10.1

VISIT-X shall be liable only for damages attributable to wilful intent, gross negligence, injury to life, limb or health, breach of a cardinal obligation or of a warranty. In the event of a cardinal obligation being breached as a result of simple negligence, VISIT-X shall be liable only to the extent it was reasonably possible to foresee the occurrence of the damage when the contract was entered into, in which case liability shall be limited to an amount of 5,000.00 €. Cardinal obligations within the meaning of this clause 10 are obligations whose performance enables the orderly offering of the Service in the first place and on whose observance the User may normally rely, in particular the obligations in clause 3.1.

10.2

Without prejudice to clause 10.1, VISIT-X shall not be liable for losses of data and changes of data, transmission errors, display errors, data delays, acts of other Users in breach of contractual provisions, or for circumstances that fall within the scope of responsibility of third parties or were caused by force majeure. Moreover, VISIT-X shall not be liable for the limits initiated by the User within the meaning of clause 4.5.

10.3

The foregoing liability provisions shall apply mutatis mutandis to claims against employees and authorised agents of VISIT-X.

10.4

The limitations of liability of this clause 10 shall not apply in the case of liability on the part of VISIT-X by reason of mandatory statutory provisions.

11. DATA PROTECTION

VISIT-X undertakes to comply with the applicable data protection regulations when processing personal data of the user. For further details see our privacy policy.

12. FINAL PROVISIONS

12.1

In the event of any conflict between the German version of these terms and conditions and the translation in any other language, the German version shall prevail.

12.2

If any provision of this Agreement is invalid or unenforceable, this shall have no effect on the other provisions. The User and VISIT-X already now agree to replace invalid or unenforceable provisions by valid and enforceable provisions that approximate as nearly as possible the commercial intent of the provision replaced.

12.3

European Commission platform for online dispute resolution (ODR):

<http://ec.europa.eu/consumers/odr/>

VISIT-X is not prepared and not obliged to participate in a dispute settlement procedure in front of a Dispute Resolution Board.

II.

CONTRACTUAL CONDITIONS BETWEEN THE PROVIDER AND THE USER

1. CONTRACTUAL CONCLUSION

1.1

By clicking on the service offered by the Provider, the User accepts the Provider's General Terms and Conditions of Use below (Contractual Conclusion). Contractual Conclusion shall take place directly between the User and the Provider. VISIT X shall act exclusively as the broker and messenger.

1.2

The offering by the Provider via the Service is not a legally binding offer. The Provider shall be free to choose his/her contractual partners as well as to choose and define the contents of his/her services.

2. SUBJECT MATTER OF THE OFFERING

The Provider offers users, via the Service under his/her Provider profile, services in the form of (video) chats, messages or telephone contact. These services shall not be automated but provided in real time by means of personal human communication between the Provider and the User.

3. OBLIGATIONS OF THE PARTIES

3.1

The User undertakes to use all data obtained via the Service exclusively for his/her private purposes. The User shall be prohibited from making any commercial or non-commercial use of data obtained via the Service, regardless of the form, as well as from otherwise disseminating such data.

3.2

The User as well as the Provider undertake to treat as confidential all personal data of the other which they have obtained via the Service.

4. FEES AND PAYMENT TERMS

4.1

Use of some offerings of Providers via the Service is free of charge. The paid services are priced. Pricing shall be performed by the Provider either in the form of a fixed price or by specifying a price for each minute commenced. In the latter case, the price shall be determined by the actual duration of use.

4.2

The Provider informs the User that he/she has assigned to campoint all existing or future fee claims under contracts with the Users as well as claims for damages. The User therefore may perform with discharging effect only to campoint. For invoicing, the data of the Users required for this shall be transmitted to campoint.

4.3

Payment shall be due immediately when the service is provided. The User may make the payment using one of the payment methods displayed on the website. The question of which payment methods shall be offered to the User shall be left to the duly exercised discretion of campoint. The User may also be offered the option of payment by invoice. In this case, the User agrees to electronic invoicing. Certain payment methods are subject to fees. The current prices and fees for the services of campoint in connection with the payment are each shown on the website. However, the User shall always be offered at least one common and reasonable free payment method. In the event of payment by way of SEPA Core Direct Debit scheme, the User shall be informed in advance of the direct debit no later than one day prior to the due date.

5. LIABILITY

5.1

The Provider shall be liable only for damages attributable to wilful intent, gross negligence, injury to life, limb or health, breach of a cardinal obligation or of a warranty. In the event of a cardinal obligation being breached as a result of simple negligence, the Provider shall be liable only to the extent it was reasonably possible to foresee the occurrence of the damage when the contract was entered into, in which case liability shall be limited to an amount of 5,000.00 €. Cardinal obligations within the meaning of this clause 5 are obligations whose performance enables the orderly execution of the contract in the first place and on whose observance the User may normally rely, in particular the obligations in clause 3.

5.2

The foregoing liability provisions shall apply mutatis mutandis to claims against vicarious agents and authorised agents of the Provider.

5.3

The limitations of liability of this clause 5 shall not apply in the case of liability on the part of the Providers by reason of mandatory statutory provisions.

6. DATA PROTECTION

The Provider shall use the data sent by the User exclusively for performing and settling the services arranged via the Service. When processing personal data of the User, the provider undertakes to comply with the applicable data protection provisions.

7. FINAL PROVISIONS

7.1

In the event of any conflict between the German version of these terms and conditions and the translation in any other language, the German version shall prevail.

7.2

If any provision of this Agreement is invalid or unenforceable, this shall in no way affect the other provisions. Provider and User already now agree to replace invalid or unenforceable provisions by valid and enforceable provisions that approximate as nearly as possible the commercial intent of the provision replaced.

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