



# Snail Mail FRIENDS

## GENERAL TERMS OF USE Snail Mail Friends

Welcome to SnailMailFriends.com (“Snail Mail Friends”, “we”, “our”, “us) with the following address: Wikkestraat 19, Alphen aan den Rijn and postal code: 2403EP. You can find us with the Chamber of Commerce under the following number: 84082461.

Please read these General Terms of Use of Snail Mail Friends and our Privacy Policy carefully. If you don't agree to the General Terms of Use and our Privacy Policy you must not use the Snail Mail Friends website.

Our General Terms of Use were last updated on October 9, 2024.

If you have any questions about these General Terms of Use, you can contact us via mail at: [info@snailmailfriends.com](mailto:info@snailmailfriends.com).

### Article 1 - Applicability

These General Terms of Use (the **General Terms** ) apply when using the Website, [www.snailmailfriends.com](http://www.snailmailfriends.com), including subdomains (the **Website** ).

### Article 2 - General

1. The General Terms apply when you use the Website and extends to all services offered by us.
2. We reserve the right to change the General Terms at any time. By using the Website you accept the latest version of the General Terms.
3. Deviating terms are only applicable if we have agreed to them, in writing.
4. If any part of these General Terms is null or void this shall not affect the applicability of the remainder of these General Terms. The part that is null or void shall be replaced by a provision that closely resembles the provision that is null or void.

### Article 3 - The Platform

1. The goal of the Website is to connect creative people to send snail mail (postal mail) to each other through online organized group or personal swaps/events (postal mail exchanges of any kind).
2. Snail Mail Friends is never a party to the final agreement between users of the platform.
3. While we strive to deliver an optimal user experience, we deliver our Services *as is* without any guarantees regarding the quality of the offered services.

## Article 4 - Terms of use of the Website

1. You cannot use the Website in a way that violates Dutch law or any other applicable rules or regulations.
2. You are not allowed to spread the following:
  - pornographic videos, images or other material with an erotic content;
  - texts, images or other media with an erotic content;
  - spam;
  - false or misleading information; and
  - viruses, malware, spyware or other software intended to harm our computers or that of other users.
3. You are not allowed to create an account under someone else's name or pretend to be someone else.
4. You are obliged not to disclose personal data acquired from other users and forbidden from abusing it.
5. You are not allowed to approach other users for other commercial purposes than that for which the Website is intended.
6. If you want to report illegal use of the Website by someone else to us, you can send a message to [info@snailmailfriends.com](mailto:info@snailmailfriends.com).

## Article 5 - Availability of the Website

1. We will put in all our efforts to make the Website available at all times.
2. Your access to the Website may be suspended or restricted occasionally to allow for maintenance or the introduction of new services. We will always try to limit the frequency and duration of any planned disruption, but we will not be liable to you if for any reason the Website is unavailable at any time or for any period.
3. We do not guarantee that the Website is without errors, limitations, bugs or available 24/7. We accept no liability whatsoever for any damages, whether direct or indirect, caused by the Website being unavailable or due to bugs or errors.
4. We accept no liability for damages caused by erroneous information on the website.
5. We reserve the right to immediately change, suspend, remove, or discontinue any part of the Website or any content (whether submitted by Snail Mail Friends or by a member) for any reason, without prior notice or liability.

## Article 6 - User Account

1. You have to be at least 18 years of age to create an account.
2. When you create an account, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the General Terms, which may result in immediate termination of your account.
3. You must treat your account details and password confidential. Use a safe password that consists of letters, symbols and numerals and that is at least 8 characters long. The use of your account is for your own risk. Activity on your account will be attributed to you personally.
4. You agree not to disclose your password to any third party. Please report any abuses of your account or any use without your permission to us as soon as possible and change your password immediately.

5. You may not create multiple member accounts with the intention of exploiting features on the Website.
6. You are solely responsible for your conduct and any content that you submit, post, and display on the Website under your name/username.

## Article 7 - Prices and payments

1. You agree to pay Snail Mail Friends the fees for the subscription (the **membership plan**) you purchase, in accordance with the pricing and online payment presented to you on the Website for that membership plan. Fees paid by you are non-refundable, except when required by law.
2. The duration of a membership plan is one month, six months or one year, depending on what membership plan you select. You may cancel your membership plan at any time, in which case your membership plan will continue until the end of that billing term.
3. At any time during your membership plan you may upgrade or downgrade your service with Snail Mail Friends.
  - In the event of an upgrade, the change will only have an immediately effect if an administration fee has been paid. Any excess funds in your favor cannot be refunded to you in any way. Otherwise your upgrade will be valid from the end of your original membership plan term.
  - In the event of a downgrade, it will be valid from the end of your original membership plan term. Downgrading your account may result in the loss of content, features or capacity of your account. Snail mail Friends does not accept any liability for any such losses.
4. Snail Mail Friends may change the fees charged for the membership plans at any time. The change of the membership plan fee will become effective only at the end of the then-current billing term. Snail mail Friends will provide you with reasonable prior written notice.
5. Swap Credits can be purchased exclusively by users with a Basic membership, without requiring an upgrade to a paid membership plan. These credits are available in two forms:
  - Personal & Random Swap Credits: These may be redeemed for personal or random swaps initiated by the user on the Snail Mail Friends platform.
  - Regular Event Participation Swap Credits: These can be used exclusively for regular events hosted on the Snail Mail Friends platform. Please note, these credits cannot be used for special events, including but not limited to Tag You're It! or Round Robin events. They are valid only for designated regular events hosted on the platform.
  - Once purchased, Swap Credits are non-refundable and non-transferable under any circumstances. This includes scenarios such as account suspension, termination, or lack of use.
  - Purchased Swap Credits do not expire and remain available in the user's account until redeemed.
  - Swap Credits cannot be used to cover incoming swap requests. Credits are only applicable to swaps initiated by the user and cannot be applied to swaps requested by other users.
  - Swap Credits are strictly limited to use within the Snail Mail Friends platform for the services or features designated. They may not be converted into cash or used for transactions outside of Snail Mail Friends.

- Snail Mail Friends reserves the right to modify or discontinue the availability of Swap Credits at any time. However, any unused credits in the user's account will be honored until fully redeemed.
  - Snail Mail Friends bears no responsibility for any loss of Swap Credits resulting from user actions, including account closure or violation of platform terms.
6. We do not charge VAT (value added tax) and other government imposed taxes, unless otherwise stated.
  7. Users agree that Snail Mail Friends bears no liability for covering postage, supplies, customs fees, or any associated expenses related to sending mail. Users are solely responsible for all costs and fees incurred during postal mail exchanges facilitated through the platform.
  8. By using Snail Mail Friends, users explicitly acknowledge and accept sole responsibility for all costs and fees associated with sending mail, including postage, supplies, customs fees, and any related expenses. This includes the procurement and payment of necessary supplies for creating and decorating the mail. Snail Mail Friends does not assume any liability for, nor provide reimbursement or coverage of, postage or associated costs incurred during postal mail exchanges facilitated through the platform. Users are advised to carefully consider and manage these expenses independently when participating in mail exchanges.

## **Article 8 - Right to close your account**

1. *By Snail Mail Friends:* We reserve the right to (temporarily) deny you access to your account or close and delete your account in case of delayed payment, non-payment, abuse or violation of these General Terms. We accept no liability for damages caused by these actions whatsoever.
2. *By You:* To initiate the termination of your account, a mandatory 3-day waiting period applies, beginning from your initial registration date. After this period, you may submit a request for account deletion. Your account will be terminated immediately upon receipt of your deletion request, contingent on the fulfillment of all outstanding snail mail swap obligations between Snail Mail Friends members. Any unresolved obligations will delay termination until completion. Upon termination, your access to the account will cease, and all account-related information will be deleted, except for data we are legally required to retain. We assume no liability for any deleted information or content. Refunds for membership plan terminations within the specified period will be issued only if legally required.

## **Article 9 - Confidentiality and Privacy**

We shall keep your personal data confidential and store it in accordance with our Privacy Policy. You can read our Privacy Policy here [www.snailmailfriends.com/privacypolicy](http://www.snailmailfriends.com/privacypolicy)

## **Article 10 - Conflict resolution**

We are not obliged to help to resolve conflicts between users of the platform.

## **Article 11 - Liability**

We are not liable for:

1. direct or indirect damage suffered as a consequence of the use of our Website, regardless of whether or not the claim is based on a guarantee scheme, agreement or any other legal principle;
2. direct or indirect damage that is the result of (wrongful) information provided on the Website, regardless of whether that information was provided by us or any another party, active on the Website;
3. damage resulting from mistakes made by third parties or caused by the unavailability of the Website as a result of circumstances outside the scope of our influence.

## **Article 12 - Indemnification**

By using the Website you indemnify us from any claims, liabilities, damages, losses and expenses from third parties arising out of the use of the Website or the Services. This clause does not apply in cases of unlawful intent or gross negligence from our side.

## **Article 13 - Intellectual property**

1. All trademark rights, copyright, database rights and any other intellectual property rights of any nature vesting in the Website together with the underlying software code, are exclusively owned by Snail Mail Friends.
2. Snail Mail Friends hereby grants you a worldwide, non-exclusive, non-transferable, royalty-free and revocable license to use the Website for personal use in accordance with these General Terms.
3. By using our Website you give us a, non-exclusive, royalty-free, transferrable and worldwide license to use any content you upload on the Website.
4. By using the Website and uploading content you declare that:
  - you are the sole and exclusive proprietor of that content; or
  - you have obtained all necessary licenses, consents, permissions or waivers to upload the content.

## **Article 14 - Governing law**

Dutch Law

## **Article 15 - Competent court**

All disputes arising out of or in connection with these General Terms of Service and all agreements between you and Snail Mail Friends shall be exclusively submitted to the competent court of The Hague (Den Haag) in the Netherlands.