

Welcome to the MarkThisDate website. Please read these terms and conditions of use carefully. By accessing or using this website or the services, you agree to the terms and conditions. If you do not agree to all of these terms, do not use this website or the services.

If you have any question regarding the use of the site or the services, please refer first to the Frequently Asked Questions or send an email to info@markthisdate.com.

1. Privacy Policy

If you submit personally identifiable information to us through the site, then MarkThisDate uses your personal information to operate, maintain, and provide to you the features and functionality and services. Once MarkThisDate receives your transmission of information, MarkThisDate make commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. MarkThisDate does not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. MarkThisDate may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major site changes or for customer service purposes).

MarkThisDate may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state laws or respond to a court order, subpoena, or search warrant.

2. Description of services

MarkThisDate provides and hosts for its clients ("clients") customizable web calendars ("the client calendars"), together with event promotion and registration tools (collectively, the "client services"). Client calendars may be accessed either through the site or through the clients websites. MarkThisDate also makes available to end-users who access such client calendars (end-users), online calendar, scheduling, reminder, event information and publishing, and email and text messaging services (the end-user services). Together, the client services and the end-user services shall be referred to as the services. Clients are responsible for establishing and maintaining their own client calendar and event information and for the use of their client calendars by any person or entity. MarkThisDate may impose limits on various calendar or other functions, as it may determine in its sole discretion.

MarkThisDate shall not be responsible or liable for any third party access to client calendars or for your or any third party's use of any client calendars. You understand and agree that the service includes advertisements, unless otherwise agreed, and that these advertisements are necessary for MarkThisDate to provide the service. Additional information regarding the services may be found on the FAQ sections of the site. In the event of any conflict between the information contained on the site and in these terms of use, these terms of use shall govern.

3. Registration and subscriptions

Basic client services shall be available for free. Additional client services will be charged at an agreed yearly subscription fee. In the event that the subscription fees are not paid on a timely basis, or you are otherwise in breach of this agreement, MarkThisDate may, in addition to any other available remedies, suspend or terminate your account as set forth in Section 4.

Only one individual may access the service at the same time using the same username and password. In consideration of your use of the site or the services, you agree to a. Provide accurate, current and complete information about you as may be prompted by any registration forms on the site ("registration data"); b. Maintain the security of your password and identification; c. Maintain and promptly update the registration data, and any other information you provide to MarkThisDate, to keep it accurate, current and complete; and d. Immediately notify MarkThisDate of any unauthorized use of your account or password or any other breach of security and accept all risks of unauthorized access to the registration data and any other information you provide to MarkThisDate.

4. Changes to services; Termination

You may terminate your account and your use of the services at any time by canceling your account sending an email to info@markthisdate.com, or mailing us at the address set forth at the end of these terms of use (attention: Termination). However, you acknowledge that it may take up to two (2) business days for such termination to be effective. Upon termination of your account for any reason, any information you have stored on the site, including calendar entries, may no longer be retrieved, so you should make a backup copy of any such information on a regular basis and before terminating your account. MarkThisDate will not be responsible or liable for any loss of such information for any reason. There are no refunds of any subscription fees in the event of any suspension or termination of the services except as set forth therein. You can cancel paid services till two month before the end of your contract. After those two month the contract will automatically be renewed for another year.

5. Software

Unless otherwise indicated, the site, the software and all content and other materials on the site, including, without limitation, the MarkThisDate logo, and all designs, text, graphics, pictures, images, information, data, software, messages, calendars and other files and the selection and arrangement thereof (collectively, the "materials") are the proprietary property of MarkThisDate or its licensors or users and are protected by Dutch and international copyright laws.

You are granted a limited, non-sub licensable license to access and use the site and the services and to print to hard copy portions of the materials for your informational, personal or internal business use only. Such license is subject to these terms of use and does not include: a. any resale, commercial use, commercial exploitation, distribution, public performance or public display of the site or any of the Materials, except as may be expressly permitted under these terms of use; b. modifying or otherwise making any derivative uses of the site and the Materials, or any portion thereof, except with the express permission of the owner thereof; c. use of any data mining, robots or similar data gathering or extraction methods; d. downloading (other than the page caching) of any portion of the site, the Materials or any information contained therein, except as expressly permitted on the site; e. any use of the site or the Materials other than for its intended purpose. Any use of the site or the materials other than as specifically authorized herein, without the prior written permission of MarkThisDate, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these terms of use shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise. This license is revocable at any time.

6. Trademarks

MarkThisDate, the MarkThisDate logos and any other product or service name or slogan of MarkThisDate contained in the site or used in connection with the services are trademarks of MarkThisDate, and may not be copied, imitated or used, in whole or in part, without the prior written permission of MarkThisDate, except for use of the MarkThisDate name to accurately refer to MarkThisDate.

7. Third Party content

Client calendars hosted by MarkThisDate contain, and MarkThisDate may provide links to web pages containing, content of third parties ("third party content"). MarkThisDate does not monitor or have any control over any third party content or third party web sites. End users use these links and third party content contained therein at their own risk.

8. Text Messaging services

The end-user services may include certain services that are available via your mobile phone, including text messaging you event reminders or event info as you request (the text messaging services). Unless otherwise agreed MarkThisDate charges the end-user for these text messaging services.

9. Rules of Conduct for services and interactive areas

By using any services and interactive areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the site or the services any of the following:

- a. User content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. User content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including any rules of a securities exchange;
- c. User content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any user content, you represent and warrant that you have the lawful right to distribute and reproduce such user content;
- d. User content or activities that impersonates any person or entity (whether via the use of an email address or otherwise) or that otherwise misrepresents your affiliation with a person or entity or the source of any email;
- e. Transmission of any email in violation of the CAN-SPAM Act or any other applicable anti-spam law or the transmission of unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no pre-existing relationship;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, without their express permission, and any third party private financial information such as Social Security numbers and credit card numbers;
- g. Viruses, worms, defects, hoaxes, Trojan horses, corrupted data or other harmful, disruptive, deceptive or destructive files; and h. User content that, in the sole judgment of MarkThisDate, is objectionable or which restricts or inhibits any other person from using or enjoying the interactive areas or the site, or which may expose MarkThisDate or its users to any harm or liability of any type.

10. Liability for user content; Right to Remove user content

MarkThisDate takes no responsibility and assumes no liability for any user content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is MarkThisDate liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of interactive services and areas is at your own risk. Although MarkThisDate has no obligation to screen, edit or monitor any of the user content posted in any interactive services or area, MarkThisDate reserves the right, and has absolute discretion, to screen and remove any calendar, calendar entry, event notice or other user content posted or stored on the site at any time and for any reason without notice.

11. License to user content.

You retain all copyright in any user content you post in connection with any services or interactive areas. However, by posting such user content, you grant MarkThisDate and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such user content throughout the world in any media as necessary to provide the services. You also grant MarkThisDate and its affiliates and sub licensees the right to use any name that you submit in connection with such user content on the services. You represent and warrant that: a. You own and control all of the rights to the user content that you post or you otherwise have the right to post such user content to the site; b. The user content is accurate and not misleading; and c. Use and posting of the user content you supply does not violate these terms of use and will not violate any rights of or cause injury to any person or entity.

12. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the site or the services, provided by you in the form of email or other submissions to MarkThisDate are non-confidential and shall become the sole property of MarkThisDate. MarkThisDate shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use, publication and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

13. Copyright Complaints

MarkThisDate respects the intellectual property rights of others. If you believe that any material on the site infringes upon any copyright that you own or control, you may file a notification of such infringement on info@markthisdate.com

We may give notice of a claim of copyright infringement to our users by means of a general notice on the site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

14. Disclaimer

Except as expressly provided to the contrary in a writing by MarkThisDate, the services, the site, the software, and the materials and user content contained therein or provided in connection therewith are provided in connection therewith are provided on an as is basis without warranties of any kind, either express or implied. MarkThisDate does not represent or warrant that the site, the services, the software, the materials, the user content, or the materials are accurate, complete, reliable, current or error-free. While MarkThisDate attempts to make your access and use of the site, the software and the services safe, MarkThisDate cannot and does not represent or warrant that the site, the services, the software or its servers are secure or free of viruses or other harmful components

MarkThisDate reserves the right to change any and all MarkThisDate content contained in the site and any services offered through the site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by MarkThisDate.

15. Applicable Law and Venue

These terms of use and your use of the site shall be governed by and construed in accordance with Dutch law, applicable to agreements made and to be entirely performed within the Netherlands, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms of use shall be filed only in the state and federal courts located in Utrecht (Netherlands) and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms of use.

16. Severability

If any provision of these terms of use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

MarkThisDate reserves the right to change or modify any of the terms and conditions contained in the terms of use or any policy or guideline of the site or the services, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the site. Your continued use of this site or the services following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the site and the services

17. Questions & Contact Information

Questions or comments about the site may be directed to MarkThisDate by email at info@markthisdate.com or by mailing us at:

MarkThisDate.com
PO box 10891
1001 EW Amsterdam