



Terms and Conditions

This website is owned by Leon Aarts.

DEFINITIONS

The following words used in these Terms shall have the following meanings:

I, me and my refers to Leon Aarts.

Personal Information means all data and/or information provided by and about a User, including e-mail address (es), name, address, credit card, or other payment information, etc.;

Products and Services means all products and/or services provided directly by me and my team.

Terms means the terms and conditions set out on this page.

Third-Party and Third-Parties include all and any advertisers, partners and affiliate vendors that are included on, or linked to, this website and any other websites that are linked to this one.

This website means this <https://www.leon-aarts.com/> website.

You means all readers and users of this <https://www.leon-aarts.com/> website and the services described in it.

LINKS TO AND FROM OTHER WEBSITES

Links to any Third Party websites on this website are provided solely for your convenience. If you use these links, you leave this website. I may have not reviewed all of these third-party websites and do not control and am not responsible for these websites or their content or availability. I, therefore, do not make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk.

NEWSLETTERS

I may from time to time send out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, I may inform you about new services, features or products. Users may choose to unsubscribe from the Newsletter at any time using the unsubscribe option at the bottom of the emails, or by writing to me at leon@leon-aarts.com.

LICENCE AND COPYRIGHT

This website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the



entire content of the website is copyrighted as a collective work under the United Kingdom and International copyright laws.

I own the copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Leon Aarts and the copyright owner. Elements of the website are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this website for your own private use on the following basis:

- (a) no documents or related graphics on this website are modified in any way;
- (b) no graphics on this website are used separately from accompanying text; and
- (c) any of my copyright and trademark notices and this permission notice appear in all copies.

COPYRIGHT

I, Leon Aarts, hold the copyright to all contents of this website.

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to me immediately. Such notification can be sent by email to me at leon@leon-aarts.com.

YOUR OBLIGATIONS

Use of this website in any of the ways described below by you and all other users is prohibited. These descriptions are guidelines and are not intended to be exhaustive or all-inclusive.

Illegal/Criminal Activity: This website may not be used in connection with criminal or civil violations of any national, state, federal, or international laws, regulations, or other government rules or requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

Security Violations: This website may not be used in connection with attempts, whether successful or not, to violate the security of a network, service, or other systems. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without



authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

Basic Security: You are responsible for maintaining the basic security of your computer systems and to prevent their use by others in a manner that violates these Terms. Examples include: improperly securing a mail server, so others can use it to distribute spam; improperly securing an FTP server, so that it may be used by others illegally to distribute licensed software or media content. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

Threats: This website may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

Offensive Materials: This website may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials. Further, you agree to comply with all laws, ordinances, statutes and applicable legislation and to respect all third-party rights. In particular, you shall not:

- (a) Provide, post or otherwise distribute content which is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any third-party, is unreasonably harmful or offensive to any individual or community;
- (b) Use or post any pornographic materials or any content that violates any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors;
- (c) Unreasonably annoy (particularly with SPAM) any other User;
- (d) Use or post, without authorisation, any content protected by law (e.g. copyright, trademark, patent, utility patent, design patent or other intellectual property (IP) laws), or advertise, promote, offer or distribute any goods or services protected by law;
- (e) Use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).
- (f) You may not provide, post or otherwise distribute, any content that:
 - i. Contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs, videos or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;
 - ii. Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law or moral standards;



- iii. Violates or encourages the violation of any municipal, state, provincial, federal or international law, rule, regulation or ordinance;
- iv. Interferes with any uninterrupted use of this website;
- v. Advertises, promotes or offers to trade any goods or services;
- vii. Uploads or transmits viruses or other harmful, disruptive or destructive files, material or code;
- viii. Disrupts, interferes with, or otherwise harms or violates the security of the website or any services, system resources, accounts, passwords, servers or networks connected to or accessible through this website;
- viii. "Flames" any individual or entity (e.g. sends repeated messages related to another User and/or makes derogatory or offensive comments about another user or individual), or repeats prior posting of the same message under multiple threads or subjects.

WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES.

Responsibility: It is your responsibility to determine that your input into this website, including use of any chat areas of this website, including your choice of your user name, conforms to the above conditions. If you notice any content which breaches these conditions, please notify us by email to leon@leon-aarts.com.

SPAM: Spam is an unacceptable use of www.leon-aarts.com/. Spam includes any of the following activities:

- (a) Posting a single message or messages similar in content, to more than five (5) online forums or newsgroups and posting messages to online forums or newsgroups that violate their rules.
- (b) Collecting responses from unsolicited e-mail.
- (c) Sending any unsolicited e-mail that could be expected, in my opinion, to provoke complaints.
- (d) Sending e-mail with charity requests, petitions for signatures, or any chainmail-related materials.
- (e) Sending bulk e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail. **NOTE:** The inclusion of an opt-out clause does not necessarily legitimise sending unsolicited e-mail.



- (f) Sending e-mail that does not accurately identify the sender, the sender's return address, and the e-mail address of origin.
- (g) Using any facilities of this website or our Products and Services to violate what could reasonably be considered a violation of another Internet Service Provider's (ISP) acceptable use policy and/or terms of service.

Other prohibited activities: You are further prohibited from the following activities:

- (a) Employing any mechanisms, software or scripts when using www.leon-aarts.com/. However, the User may use the interfaces or software provided by www.leon-aarts.com/ within the scope of the services available on our web site and in accordance with these Terms;
- (b) Blocking, overwriting, modifying and copying of any contents of the www.leon-aarts.com/ website.
- (c) Distributing or publicly disclosing the contents of the web site or any of its terms, without written permission from me, or
- (d) Performing any actions that may impair the operability of this website's infrastructure, particularly actions that may overload said infrastructure, servers, bandwidth or other equipment or software

Indirect Access: A violation of these Terms by someone having only indirect access to this website through another User, will be considered a violation, whether or not with the User's knowledge or consent.

General

In addition, these policies apply to any email or content transmitted by you, or on your behalf, that uses a Leon-Aarts.com account as a mailbox for responses or promotes content, hosted or transmitted, using any of my facilities, or that indicates, in any way, that this website was involved in the transmission of such email or content.

The resale of Products and Services is not permitted, unless expressly permitted by these Terms or in a separate written agreement.

Violations of these Terms may result in immediate suspension or termination of your account and my services to you, immediate temporary or permanent filtering, blocked access or other action appropriate to the violation, as determined by me at my sole discretion.

When feasible, it is my preference to give notice so that violations may be addressed voluntarily, however, I reserve the right to act without notice, when necessary, as determined by me at my sole discretion. I may involve and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Terms.



Uses and Other Policies

- (a) When using my services, you warrant and represent that all of the data provided by you is accurate and complete and you shall notify me immediately upon any changes occurring to that data.
- (b) You shall not be allowed to have multiple accounts. You may only establish one (1) User account. If I determine that you have established more than one (1) account, further use of this website may be suspended or terminated, subject to my sole discretion.
- (c) You warrant and represent that you are of legal age (18 or older) to use this website, at the time of use, or that you are a legal entity created by operation of law.
- (d) You may download or print a single copy of any portion of the content solely for personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such content.
- (e) Requests to use any content on this website for any purpose other than as permitted in these Terms shall be directed to me at: leon@leon-aarts.com.
- (f) I shall not be liable for your interactions with any Third Party, me and/or individuals found on this website or through the services provided. This includes, but is not limited to, payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings. Those dealings are solely between you and such Third Parties, me and/or individuals. You understand and agree that I am not responsible for any damage or loss incurred as a result of any such dealings. I am under no obligation to become involved in disputes between you and any other users of this website, or between you on this website and any Third Party. In the event of a dispute, you agree to release me, my employees, agents and successors in rights, from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our Products and Services.

USER FORUMS, CONTENT, AND PARTICIPATION

Data Protection

I recognise that any data provided by you to me is extremely important and I shall, therefore, be particularly sensitive in processing and storing such data. You accept that there are inherent security risks in transmitting data, such as emails, credit card or personal information via the Internet because it is impossible to safeguard completely against unauthorised access by Third Parties. Nevertheless, I shall do what is reasonable to safeguard your data, subject to this cautionary limitation.

In particular, personal information will be transmitted via the Internet only if it does not infringe upon Third-Party rights unless the respective party has given prior consent in view of



such security risks. Accordingly, I shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on my part.

PLEASE SEE THE **PRIVACY POLICY, STATED SEPARATELY.**

LIABILITY

I may modify, suspend, discontinue or restrict the use of any portion of this website, including the availability of any portion of the content at any time, without notice or liability.

You acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of this, or any other, website. While I endeavour to ensure that this website is normally available 24 hours a day, I will not be liable if for any reason this Website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

In no event (including our own negligence) will I be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, or anticipated savings);
- (b) loss of goodwill or reputation;
- (c) special, indirect or consequential losses; or
- (d) damage to or loss of data.

Nothing in these terms and conditions shall exclude or limit my liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977) - (or the nearest equivalent in European Union law); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales where the claim is brought by you. I nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these Terms in your country of residence, registration or any other relevant country.

I do not warrant that Products and Services or information made available on this website are appropriate or available for use outside the United Kingdom. It is prohibited to access this website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.



MISCELLANEOUS

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of Leon Aarts.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

If any provision of these Terms is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999 (or the nearest equivalent in European Union law).

Jurisdiction: These Terms are governed exclusively by the laws of England and Wales and any proceedings brought in connection with them are subject to the exclusive jurisdiction of the courts of England and Wales.

Section Titles: The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

Incident Reporting: Any complaints regarding violations of these Terms should be directed to me at leon@leon-aarts.com. Where possible, please include details that will assist me in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

ONLINE ACCEPTANCE

These Terms represent the entire understanding between you and me and supersede any prior statements or representations. By using this website, its Products and Services, signing up, posting, downloading and uploading content, you agree to and accept in full these Terms and you acknowledge that you are entering into a binding and legal agreement with me.

These Terms and Conditions were last updated, and became effective, on 28 March 2023.

leon@leon-aarts.com