

## **TERMS AND CONDITIONS FOR THE PUBLICATION OF ORGASM AUDIOS**

These terms and conditions govern the publication by users of orgasm audios on the [www.libreriadeorgasmos.com](http://www.libreriadeorgasmos.com) website, owned by BIJOUX INDISCRETS S.L. (henceforth the Website Owner).

The uploading of orgasm audios on the Website is subject to these Terms and Conditions and the Access and usage conditions of this Website, which are accepted explicitly, fully and without reservations upon uploading an orgasm audio to the Website. In the event of not accepting these Terms and Conditions for the publication of orgasm audios the user should refrain from uploading such audios.

Access and use of this website and uploading orgasms is only permitted to natural persons aged over 18 with the legal capacity to accept these Terms and Conditions for the publication of content in the Library of Orgasms; persons under 18 or not having legal capacity should neither access nor use this Website nor upload any orgasm audio. The people who access and use this Website, uploading orgasms audios, become users.

### **1. Rights and obligations of the User upon uploading orgasm audios.**

The User may upload orgasm audios to the Website freely and without charge, needing only to comply with the technical requirements for uploading such audios.

The User is obliged to:

- Accept these Terms and Conditions for the publication of orgasm audios by marking the acceptance box.
- Upload the orgasm audios with the technical specifications required for their publication.
- Have title to all the intellectual property rights attaching to the audios uploaded to the Website, and not violate any third-party right to reputation or image rights in the orgasm audios.

### **2. Rights and responsibilities of the Website Owner**

The Website Owner reserves the right to:

- Reject any orgasm audio uploaded by Users.
- Use the audios that are sent or published by the User on the Website freely and without any manner of limitation regarding rights of intellectual property.
- Release itself from any liability to users being unable to upload audios.
- Release itself from any liability to third parties for the uploading of orgasm videos by users.

### **3. Conditions regarding privacy and/or processing of data of a personal nature.**

Data protection is a matter of trust and your trust is important to all of us here at Bijoux Indiscrets. In order to give you the best and most secure experience when visiting our websites, we strictly observe the statutory regulations in processing your person-specific data and we would like to inform you here about our data acquisition and data utilization. The following data-protection statement explains to you which data is collected from you on our website, which parts of this data we process and use and in which way, and to whom you can contact with any concerns or requests.

#### **Body Responsible, and Rights of Those Affected**

The body responsible for the acquisition, processing and utilization of your person-specific data is Bijoux Indiscrets SL. As the body responsible, Bijoux Indiscrets can be reached by you via the following contact options:

– by mail to Bijoux Indiscrets, Carrer de Viladomat, 291, 08029 Barcelona

- by phone at + 34933688222
- by email at [contact@bijouxindiscrets.com](mailto:contact@bijouxindiscrets.com)

You can request, at any time and free of charge, information about your data stored by us, and can exercise your right to correction, blockage, deletion or portability of your data.

Should you object to the acquisition, processing or utilization of your data by Bijoux Indiscrets, in keeping with the stipulations of these data-protection provisions, whether entirely or for individual measures, you can send your objection by email or letter using the previously mentioned contact options.

#### Acquisition, Processing and Utilization of Person-Specific Data

Person-specific data describes details relating to the actual or personal relationships of a specific or identifiable natural person. This website only collects data provided by cookies. In the cookies used by Bijoux Indiscrets, only pseudonymous data is stored. On activation of the cookie this is allocated an identification number; an allocation of your person-specific data to this identification number is not undertaken. Your name, your IP address and other such data that might allow the cookie to be traced to you directly are not placed in the cookie. On the basis of the cookie technology we receive only pseudonymized information, relating for example to which of our shop pages have been visited, which products were viewed, etc.

It is possible to prevent cookies. In your browser you can adopt the setting that storage of cookies is only permissible when you agree to it, and thereby prevent the further storage of cookies in the future. As a rule, the help function in the menu bar of your web browser will show you how to reject new cookies and how to inactivate old ones.

The acceptance of cookies is not a prerequisite for access to our websites. We draw your attention, however, to the fact that our website and service has only limited functionality, if you do not allow us to place cookies. We use cookies in order to improve user experience while using our websites.

#### **4. Intellectual ownership of the orgasm audios uploaded by the user.**

Users cede all intellectual property rights in the orgasm audios they upload to the Website for their publication in the Website's Library of Orgasms to the Website Owner, with a transferrable character, for an indefinite time, without any manner of territorial limitation and at no charge.

With this assignment the Website Owner is granted full disposition and the right to the exploitation of the aforementioned orgasm audios, including the power to award licences to third parties and transfer these rights to third parties. The assignment of the rights to the audios shall include, but not be limited to, their reproduction in any medium or format, copying, the right to distribution and making available to the public in any medium and the right to communicate them to the public in any medium.

In the event of the audios including sounds with intellectual property rights belonging to third parties, users must obtain the consent and authorisation of such third parties prior to uploading the audios on the Website, in order to ensure that they may be assigned to and used by the Website Owner. The users are liable for any claims pertaining to rights that may be lodged by third parties for the sounds included in the audios.

The assignment of the intellectual property rights in the audios shall not generate or bestow any economic right, reimbursement, payment of tariff or fee of any description to the User.

In the case of Users not assigning the intellectual property rights to the orgasm audios to the Website Owner they should not upload or publish them on the Website.

## **5. Uploading and publication of orgasm audios.**

Users may upload orgasm audios for their publication on the Website, using an already-recorded audio file or by recording an audio at the time of uploading it to the Website, subsequently accepting the Terms and Conditions for the publication of the audios.

The technical specifications of the orgasm audio uploaded to the Website are set out in the relevant page of the Website where the audio is uploaded, it being necessary to comply with such technical requirements in order for the uploaded audios to be validated by the Website Owner and published in the Website's Library of Orgasms.

The Website Owner will review the audios uploaded by users for publication in the Library of Orgasms, and reserves the right to not publish the orgasm audio when it is not correctly recorded or of insufficient quality, when it considers that it is not an audio of a real orgasm or when such audios are liable to infringe some right or may involve the committing of some illicit or immoral act, in the judgement of the Website Owner.

Users who upload orgasm audios shall be liable for claims made by third parties regarding possible intellectual property rights attaching to the said audios published in the Website's Library of Orgasms.

The Website Owner shall have the right to seek redress against the user by all the legal resources at its disposal and claim any compensatory sums for the culpable or negligent action or omission directly or indirectly attributable to the user who causes the infringement of the intellectual property rights of third parties on the part of the Website Owner.

## **6. Duration and termination of the service of publishing orgasm audios.**

The service of publishing orgasm audios and the Library of Orgasms have, in principle, an indefinite duration, the Website Owner reserving the right to suspend or terminate such service at any time, with the sole obligation of announcing this fact on the Website.