

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 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.

The Website Owner hereby informs Users that it will process the data of a personal nature from the email they provide in order to notify them when their audio is published in the Library of Orgasms, the submission of this email data being voluntary. It will also process data of a personal nature that are included in the orgasm audio published by the user. Users give their consent to this processing of data of a personal nature in the act of providing them to the Website Owner, which will process them as the entity responsible for the treatment to provide the service of publishing the audio in the Library of Orgasms.

The Website Owner hereby informs the users of their rights of access, rectification, cancellation and opposition that attach to them by virtue of Organic Law 15/1999

regarding protection of data of a personal nature and that they may exercise at the address provided by the Website Owner in this website. Users may at any time discover the data that have been collected and processed in relation to themselves; rectify any information that proves to be erroneous; cancel such information and express opposition to their use.

The Website Owner has the duty of secrecy and confidentiality regarding the personal data processed and takes the security measures regarding the data of a personal nature required by Royal Decree 1720/2007, of 21 December, whereby the Regulations developing the Organic Law 15/1999, of 13 December, concerning protection of data of a personal nature are approved.

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.

At the time of uploading the orgasm audio users may provide their email addresses in order for the Website Owner to notify them by email when their audio has been published in the 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.