

## GENERAL TERMS AND CONDITIONS METALMEMORIES.NL

These General Terms and Conditions apply to all services, information, content, and digital products provided via the website <https://www.metalmemories.nl/> (hereinafter: "the Website"), as well as to any agreement concluded between MetalMemories and a Client or User.

### Article 1 – Definitions

- MetalMemories / Contractor: The organization behind the platform, as defined in the Privacy Policy, reachable via [support@metalmemories.nl](mailto:support@metalmemories.nl).
- Client: The natural or legal person (e.g., a festival organization) that enters into a commercial agreement to deploy the platform at an event.
- User / End User: The natural person who visits the Website, uploads photos, or views photos (e.g., the festival visitor).
- Content: All photos and any associated textual expressions uploaded by Users.
- Platform: The digital environment of MetalMemories dedicated to the random sharing and reliving of festival experiences.

### Article 2 – Applicability

1. These terms and conditions apply to any use of the Website and to all agreements between the parties.
2. By using the Website (both for uploading and viewing photos), the User explicitly agrees to these General Terms and Conditions, the Terms of Use, and the accompanying Privacy Policy.
3. Deviations from these terms and conditions shall only be valid if confirmed in writing or electronically via [support@metalmemories.nl](mailto:support@metalmemories.nl).

### Article 3 – Services and Content

1. MetalMemories provides a platform for the random and automated sharing of festival photos. No guarantee is provided regarding the permanent retention or availability of specific photos.
2. MetalMemories reserves the right to remove content from the Website without stating reasons, particularly if it violates the law, public decency, the Terms of Use, or the privacy/rights of third parties (Notice-and-Take-Down).

### Article 4 – Right of Withdrawal (for Paid Services)

1. If a Consumer-Client purchases a paid license or digital service, a statutory cooling-off period of 14 days applies.
2. Exclusion: In accordance with Article 6:230p sub m of the Dutch Civil Code (Burgerlijk Wetboek), the right of withdrawal lapses as soon as the performance/delivery of digital content not supplied on a tangible medium has begun, provided that the consumer has given their prior explicit consent to the commencement of performance and has acknowledged that they thereby lose their right of withdrawal. This is confirmed during the ordering process via an active opt-in (checkbox).
3. Requests for withdrawal may be directed to [support@metalmemories.nl](mailto:support@metalmemories.nl).

### Article 5 – Intellectual Property and License

1. All intellectual property rights to the software, source code, design, database structure, and the brand name MetalMemories vest exclusively in MetalMemories or its licensors.
2. By uploading Content, the User grants MetalMemories a royalty-free, worldwide, sublicensable, and transferable license to display, reproduce, and distribute this photo within the context of the platform and its promotion (as further specified in the Terms of Use).

#### Article 6 – Liability and Indemnification

1. MetalMemories merely facilitates the technical infrastructure (hosting) for User Generated Content and acts as an intermediary. MetalMemories is not ex-ante responsible or liable for the content of the photos uploaded by Users.
2. The User who uploads the photo fully indemnifies MetalMemories against all third-party claims (including other festival visitors) due to infringement of copyrights, portrait rights, or privacy rights arising from the uploaded photo.
3. The total liability of MetalMemories is limited to direct damages and shall at all times be capped at the invoice amount of the relevant commercial assignment (if applicable). Any liability for indirect damages, including reputational damage, loss of profit, or emotional distress, is excluded.

#### Article 7 – Complaints and Disputes

1. Complaints about the services or reports regarding inappropriate/unlawful content can be submitted via [support@metalmemories.nl](mailto:support@metalmemories.nl) or via the Report button.
2. These terms and conditions and all agreements are exclusively governed by Dutch law.
3. All disputes shall be submitted to the competent court in the Overijssel district.

#### TERMS OF USE METALMEMORIES

At MetalMemories, everything revolves around the chaos, energy, and brotherhood of the festival. Although we appreciate a bit of anarchy, we take safety, legislation, and the rights of your fellow festival-goers very seriously. Below you will find the house rules for using our Website (<https://pp.metalmemories.nl/>).

##### 1. Applicability and Agreement

These Terms of Use apply to everyone who visits the Website or uploads photos. By uploading a photo, you agree to these rules. This platform is managed by MetalMemories.

##### 2. Your Responsibility as an Uploader (Warranties)

When you upload a photo to MetalMemories, you warrant and represent that:

- You took the photo yourself and are therefore the copyright holder.
- You are at least 18 years old.
- You respect the privacy and dignity of others. It is strictly prohibited to upload photos of individuals in compromising, vulnerable, offensive, or explicitly private moments (such as near toilets, urinoirs, sleeping tents, or the first aid station).
- The photo does not infringe upon public decency, public order, or the rights of third parties.

### 3. Licensing and Promotion

By uploading a photo, you grant MetalMemories the right to use this photo free of charge to display the festival experience to other users on the Website. In addition, you grant MetalMemories permission to use these atmospheric images for historical editions (reliving previous editions online) and for promotional expressions of the platform itself (such as atmosphere updates on our social media or flyers).

Please note: We never sell or provide your photos to external commercial third parties for their own marketing purposes.

### 4. Rights of Individuals in the Photo (Opt-out)

Because you, as the uploader, only speak for yourself, it is possible that someone depicted in your photo is not pleased with it. We respect the privacy of every visitor. If someone recognizes themselves and the photo is reported via the Report button or email, the photo will be immediately and permanently removed from our database and active expressions. As an uploader, you cannot object to this or derive any rights from it.

### 5. Moderation and AI Screening

To keep the platform safe and clean, every upload goes through an automated AI safety filter. Photos containing nudity, violence, discrimination, or other inappropriate content are blocked immediately and are not stored. MetalMemories also reserves the right to manually delete photos that conflict with the spirit of the community or these terms.

### 6. Sanctions in Case of Abuse

In the event of repeated abuse, the intentional uploading of illegal content, or attempts to bypass our security measures, MetalMemories may block your (IP) access to the platform and, if legally required, file a report with the authorities.

### 7. Contact

Questions about these terms? Or did you spot something that crosses the line? Email us directly at [support@metalmemories.nl](mailto:support@metalmemories.nl).