

# Terms & Conditions

*Legal Mumbo Jumbo*

# Acceptance




By creating an album, the User agrees to the Terms & Conditions for the use of MyAlbum. These Terms & Conditions are updated on a regular basis.

You may use our Products only if you can form a binding contract with MyAlbum, and only in compliance with these Terms and all applicable laws. When you create your MyAlbum account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 13 is prohibited. If you open an account on behalf of a company, organization, or other entity, then “user” includes you and that entity, and you the “user” represents and warrants that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to such upgrades.

Subject to these Terms and our policies (including our privacy policy), we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Products.

# Definitions

In these Terms & Conditions for the use of MyAlbum, the following terms are used with the corresponding meaning:

-  User: a natural person who has signed up for the service of MyAlbum by way of providing an e-mail address and name or by using a Facebook or Google account to log in.
-  Account: the possibility to use MyAlbum.
-  Conditions: these Terms & Conditions.

# Privacy

MyAlbum takes the privacy of its users extremely seriously. MyAlbum will only use the provided information by the users to deliver and improve the service. User data will not be given to any third party without the permission of the user\*. By accepting the Terms, You agree to the Privacy Policy.

(\*) When user information is legally claimed, and the course of justice will otherwise be obstructed, MyAlbum will make the information available.

For more information on how MyAlbum handles personal data and cookies, please see our [Privacy Policy](#).



MyAlbum  
06/02/2016

In human language:

You can create an account with MyAlbum unless you’re under 13. Also, if your boss is making you use MyAlbum, you need to be able to agree our terms on his behalf.



MyAlbum  
06/02/2016

In human language:

Privacy and cookies are hot topics, they’re so important they had to go into another document!

# MyAlbum

MyAlbum is not in any way responsible for the damage or loss of data. The user can store his or her photos for an unrestricted period of time. MyAlbum exerts itself to protect data against loss and/or any form of unlawful use.

## Copyright

The user is responsible for the content. The copyright of the uploaded content belongs to the user. The user is responsible for the possible consequences of the violation of the copyright of third parties.

If there is the suspicion that the graphical material disclosed by the user through MyAlbum causes a felony or misdemeanor, MyAlbum reserves itself the right to report this crime to the appropriate law enforcement agencies, following the procedure applicable law stipulates. The user will not be informed of this course of action, nor will this be explained to him or her.

Additionally, MyAlbum reserves the right to remove explicit content such as nudity, racist or offensive images, video's or texts if encountered in the public domain or when it comes to our attention by reports from users or the public.

## Applicable law / authorized court

These Terms & Conditions will be governed by Dutch law. Dutch law is applicable to all legal relationships between MyAlbum and the user. Any legal issues that might arise from these agreements or agreements derived from these agreements, will be settled in Dutch court. The procedure will be conducted in the Dutch language.

## MyAlbum's Details

MyAlbum is registered with the Dutch trade register "Kamer van Koophandel" under its full name MyAlbum BV. You can find the online version of the register at [www.kvk.nl/handelsregister](http://www.kvk.nl/handelsregister).

- MyAlbum's registration number is 01105144.
- MyAlbum's tax number is NL8161.36.403.B01.
- MyAlbum's registered address is:

MijnAlbum B.V.  
Mercatorweg 2-1  
8501XK Joure  
Nederland



MyAlbum  
06/02/2016

In human language:

If you post your content on MyAlbum it still belongs to you but we can show it to people and others can share it as well.



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06/02/2016

In human language:

Also, don't post porn or other explicit content or be a jerk to others.



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In human language:

We're Dutchies, so if there's trouble our service is governed by Dutch law...

# Subscriptions

If you have chosen for automatic renewal of your MyAlbum Premium or Business subscription we will continue in accordance with the billing cycle you have selected (monthly or yearly) until terminated. Unless you cancel your membership before the renewal date, you authorize us to charge your next cycle's membership fee to your Payment Method (see "Cancellation" below). Find the renewal date on your profile page under the 'account' tab.



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In human language:

Easy does it, choose for automatic renewal and cancel your subscription anytime.

# Free Trial

Your MyAlbum Premium or Business subscription may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up and is intended to allow new members and certain former members to try the service. You will be notified during sign-up whether you are eligible for a free trial.



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In human language:

Everybody gets to take a free test drive of one month!

# Cancel your subscription

You can cancel your MyAlbum Premium or Business subscription at any time, and you will continue to have access to the Premium features of your subscription through the end of your selected billing period. To cancel, go to the the "Account" tab on your profile page and click on the link 'Edit account', unselect the checkbox 'automatic renewal'.