

# TERMS AND CONDITIONS

## Welcome to VanTrap OÜ!

These are the terms and conditions for:

- [contactnummer.nl](https://contactnummer.nl)

By using the website and services, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words "website" refers to the VanTrap OÜ website, "we", "us", "our" and "VanTrap OÜ" refers to VanTrap OÜ and "you" "client" and "user" refers to you, the VanTrap OÜ user.

The following terms and conditions apply to the website and services offered by VanTrap OÜ. This includes the mobile and tablet versions as well as any other version of VanTrap OÜ accessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICE FROM THE WEBSITE.

### 1. ACCEPTANCE OF TERM

This agreement sets forth legally binding terms for your use of VanTrap OÜ. By using the website and services, you agree to be bound by this agreement. If you do not agree to the terms of this agreement, you must not use the website and services. We may modify this agreement from time to time, and such modification shall be effective upon posting on the website. You agree to be bound by any modifications to these terms and conditions when you use the website and the services offered on the website after such modification is posted on the website; therefore, it is important that you review this agreement regularly.

Use of the services is prohibited for minors under the age of 13. In the case of minors under the age of 18 and over the age of 13, it is the responsibility of the parents and legal guardians to determine whether use of the services or any of the content and functionality available on the website is appropriate for their child or ward.

VanTrap OÜ may, in its sole discretion, refuse to offer the services to any entity or user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the website is revoked in such jurisdictions.

The website and services may only be used in compliance with these terms and all applicable local, state, national and international laws, rules and regulations.

By using the website and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

## **2. E-MAIL COMMUNICATIONS**

By communicating through our contact email, you consent and agree that we may send reply emails. We do not store or use mailing lists (see our privacy policy).

## **3. SERVICES**

Users may contact our customer service telephone number "" (called in Dutch: serieuze informatie nummer ) to obtain information or contact numbers of different providers or third-party services according to the user's needs. The user will be assisted by one of our agents who will determine what type of services to refer the user to or what information to provide.

The service is only available in the Netherlands.

The service will be billed from the beginning of your telephone contact with our service and will be billed per minute/second through your telephone bill according to the duration of the call.

The nature of the service and its price will be communicated to the user in a variety of ways. On the website, this is prominently shown and is plainly stated. The type of service and the price, for instance, are stated on the home page, beneath the call button, and at the start of each phone call. A customer support representative will assist the user when using our services.

VanTrap OÜ may cancel any service and may change or discontinue the availability of services any time in its sole discretion.

You can request information about our services through our contact email. Our support team will be attentive and available to answer your questions and concerns.

#### **4. PAYMENTS**

Our services will be billed per minute through your phone bill and according to our established rates. By using our services, you authorize us to bill you for our services through your telephone bill. If you find inconsistencies in your billing, please contact your telephone service provider.

#### **5. DISCLAIMER**

By using our services, you agree that VanTrap OÜ does not warrant that the information provided through our services is accurate, correct, up-to-date or error-free. VanTrap OÜ accepts no liability for inaccurate, incorrect, outdated or error-free information provided by our agents through our services or for damages caused by inaccurate, incorrect, outdated or error-free information provided through our services. The use of our services and the use of the information provided through our services is the sole and exclusive responsibility of our users.

VanTrap OÜ accepts no liability for bad telephone connections or loss of telephone connection during the provision of our services and telephone calls between our agents and users.

VanTrap OÜ's services are limited solely and exclusively to the provision of customer service in which users may request contact information from various third-party service providers or companies, but at no time is VanTrap OÜ or the "" telephone number associated or affiliated or contractually bound with these third-party service providers or companies. VanTrap OÜ's services are provided independently of any third-party service provider or company.

VanTrap OÜ shall have no liability to any third party arising from the provision of our services or the use of information provided through our services. VanTrap OÜ is not responsible for the actions of third parties to which users are transferred through our service.

You agree that VanTrap OÜ has not guaranteed the results of any action taken, whether or not advised by this website or the content. VanTrap OÜ provides resources and content for informational purposes only.

We do not warrant that the information available on the website is accurate, complete, current or error-free. VanTrap OÜ is not responsible for any errors contained in the information available on the website. The content of this website is provided for general information only and should not be considered professional

advice. Any use of the content or information provided on this website is at the user's own risk.

## **6. COPYRIGHT**

All materials on the website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other items are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by VanTrap OÜ or by third parties who have licensed or provided their material to the website. You acknowledge and agree that all materials on the Website are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without the express prior written permission of VanTrap OÜ. You may not add to, delete, distort or otherwise modify the material. Any unauthorised attempt to defeat or circumvent any security feature, or to use the website or any of the material contained on the website for any purpose other than its intended purpose, is strictly prohibited.

## **7. COPYRIGHT INFRINGEMENT**

VanTrap OÜ will respond to all enquiries, complaints and claims relating to alleged infringement by breach or violation of the provisions contained in international copyright and intellectual property laws and regulations. VanTrap OÜ respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the VanTrap OÜ platform infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that VanTrap OÜ can find it on the website.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorised by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorised to act on its behalf.

- An electronic or physical signature of the copyright owner or of the person authorised to act on the copyright owner's behalf.

## **9. PERSONAL DATA**

Any personal information you submit in connection with the services and use of the website will be used in accordance with our privacy policy. By using the services, you agree that we may collect and store your personal information. Please see our privacy policy.

## **10. PROHIBITED ACTIVITIES**

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to VanTrap OÜ or licensed to the VanTrap OÜ by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. In addition, the following activities are prohibited:

- Using rude, abusive, threatening, inappropriate, embarrassing or hateful language with any of our agents over the telephone connections. Our agents shall have the right to terminate any telephone connection and/or block the user if they deem that the language used by the user does not conform to these terms and conditions.
- Any type of spamming or spamming from our call center.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the website into any other websites or service without our prior written authorisation.

- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by VanTrap OÜ in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any content.

## **11. DISCLAIMER OF WARRANTIES**

Due to the nature of the Internet, VanTrap OÜ provides and maintains the website and our services on an “as is”, “as available” basis and makes no promise that your use of the website and services will be uninterrupted or totally error free. We are not liable to you if we are unable to provide our services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use **the website** in breach of these terms you will be liable to and will reimburse VanTrap OÜ for any loss or damage caused as a result.

VanTrap OÜ shall not be liable in any amount for any failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control, including, without limitation, Internet outages, communications outages, fire, flood, war or any uncontrollable act of nature.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, VanTrap OÜ excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to VanTrap OÜ and VanTrap OÜ shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of **the website** or service purchased through **the**
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorised access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from **the website** or from transmissions via emails or attachments received from VanTrap OÜ.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

Please note that in case of a favorable claim to the user, the value of the compensation can only cover the amount paid by the user through the telephone number " ". Compensation of a higher value will not be offered. VanTrap OÜ shall have no liability for actions of third parties, nor can any third party claim any liability in connection with the services provided by VanTrap OÜ.

## **12. ELECTRONIC COMMUNICATIONS**

VanTrap OÜ accepts no liability for failed, partial or garbled computer and telephone transmissions or connections, for any failure, breakdown, connection, availability of computer, telephone, cable, network, electronic or Internet hardware or software, for the acts or omissions of any third party, for the accessibility or availability of the Internet or for traffic congestion or unauthorised human action, including errors or mistakes.

## **13. INDEMNIFICATION**

You agree to defend and indemnify VanTrap OÜ from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the services.

#### **14.CHANGES AND TERMINATION**

We may modify the website and these terms at any time, at our sole discretion and without notice. You are responsible for keeping yourself informed of these terms. Your continued use of the website constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified, all changes to these terms apply to all users.

#### **15.NO PARTNERSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and VanTrap OÜ as a result of these terms or your use of the services.

#### **16. INTEGRATION CLAUSE**

This agreement together with the [privacy policy](#) and any other legal notices published by VanTrap OÜ, shall constitute the entire agreement between you and VanTrap OÜ concerning and governs your use of the website and the services.

#### **17. DISPUTES.**

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the services, shall be resolved by binding arbitration between the user and VanTrap OÜ, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event of a dispute arising in connection with the use of the services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organisation as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and services.

The courts of Amsterdam shall have jurisdiction over any dispute, controversy or claim relating to VanTrap OÜ and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Amsterdam.

#### **18.FINAL PROVISIONS**



These conditions are governed by European legislation, specifically the legislation of the Netherlands. Use of the website and services are not authorised in any jurisdiction that does not give effect to all of the provisions of these terms.

Our performance of these terms is subject to existing laws and legal process, and nothing contained in these terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

## **19. CONTACT INFORMATION**

If you have questions or concerns about these terms, please contact us through our contact forms or by using the contact information below:

**VanTrap OÜ.**  
**Harju maakond**  
**Tallinn, Lasnamäe linnaosa,**  
**Väike-Paala tn 2,**  
**11415**  
**E-mail: [info@contactnummer.nl](mailto:info@contactnummer.nl)**