

# TERMS AND CONDITIONS

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# 1. Introduction Terms and Conditions

## 1.1. Welcome Prrr

Meowwoow and welcome to Catswoppr!

Super cool and many thanks for wanting to join Catswoppr, our community of cat lovers!

Catswoppr is an online Platform for cat lovers, designed to help you as User and cat lover to search and find other cat lovers, cat owners and cat sitters to interact with.

Ready to go. In order to use the Catswoppr Platform [www.catswoppr.io](http://www.catswoppr.io) / [www.catswoppr.com](http://www.catswoppr.com), we have prepared Terms and Conditions ('Terms of Use', 'terms'). 'We', 'our', and 'us' are Catswoppr Inc.

Read first. We encourage you to read these Terms and Conditions carefully, before using our Platform.

You hereby declare that you understand the Catswoppr Terms and Conditions in English. Last updated January 1, 2022.

## 1.2. Binding Legal Agreement

These Terms and Conditions (Terms of Use) are a binding legal agreement between you as a User of the Catswoppr Platform and Catswoppr.Inc. ("Catswoppr", "we", "us", and "our") / ("Catswoppr", "we", "our", and "us").

Catswoppr  
Buikslotermeerplein 9  
1025 ES Amsterdam  
Nederland

## 1.3. Agreement by Use

By using our Catswoppr Platform, including any subdomain thereof, and any other website through which Catswoppr offers its services to you, i.e., our mobile, tablet and other smart device applications (collectively "Platform"), you agree to our Terms and Conditions (Terms of Use) as set forth in this document.

If you do not agree to our Terms and Conditions, please do not use Catswoppr or request access to our services. Failure to use our Platform in accordance with our terms could mean that you may be exposed to civil and criminal penalties.

## 1.4. Privacy Policy

The collection and use of personal information related to your access to, and use of, Catswoppr is described in our Privacy Policy.

## 1.5. Changes of Terms and Conditions

Our Terms and Conditions may change. We reserve the right to change our Platform services, features and these Terms and Conditions at any time. The amended terms are effective immediately from the time an updated version of the Terms and Conditions is posted on the Catswoppr website.

It is up to you to keep track of the changes. Your continued access to, and use of, Catswoppr after we post the amended Terms and Conditions, constitutes your agreement to the amended Terms and Conditions. You, as a User of our Platform, are responsible for regularly reviewing our terms.

## 2. Definitions (Key Terms).

### 2.1. Platform

'Platform' means the Catswoppr site [www.catswoppr.io](http://www.catswoppr.io) / [www.catswoppr.com](http://www.catswoppr.com), including any subdomain thereof, and any other website through which Catswoppr offers its services and features to you, i.e., our mobile, tablet and other smart device applications.

### 2.2. Visitor

'Visitor' means a person, who enters the Catswoppr Platform.

### 2.3. Registered Member

'Registered Member' means a person, who has completed the registration process on the Platform to create a Catswoppr member account.

### 2.4. User

'User' means both Visitor and Registered Member on our Catswoppr Platform.

### 2.5. Profile

'Profile' means the information provided by a User with a Catswoppr member account on the Platform about his or her or their own person.

### 2.6. Cat

'Cat' means domesticated feline, which is under the care of a cat owner, cat lover, cat sitter, or any other type of human caretaker of the feline animal.

## 2.7. Service

'Service' means the service that you as a User of our Platform wish to obtain from or provide to other Users of our Platform in relation to cats, such as, among other things, babysitting, playing with, lending, grooming, combing, de-fleaing a cat, but also, for example, photographing and breeding a cat, and other types of services related to cats.

## 2.8. Content

'Content' means text, images, data, software, audio, videos, information, documents, and other (audio/visual) materials.

## 2.9. User Content

'User Content' means Content including, but not limited to, pictures, videos, text, art, and reviews, which are posted on Catswoppr by a User of our Platform, or by anyone other than Catswoppr.

## 2.10. Third Parties

'Third Parties' means Catswoppr's third parties, i.e., third party contractors, distributors, agents, vendors, traders, and/or sponsors.

# 3. Nature of Our Site and Services.

## 3.1. Catswoppr as a Neutral Platform

Search, find and connect. Search, find and connect with your ideal match, and create the ultimate cat love. Catswoppr is a neutral Platform that facilitates the introduction, and the finding of a match between Users of the Platform, in particular cat lovers, and especially cat owners and cat sitters.

Catswoppr is expressly not a party to any agreement that you, as a User and cat lover, cat owner, or cat sitter, enter into with another User, who is a cat lover, cat owner, or cat sitter.

We do not charge a commission fee on the price, that you agree with another User for the cat related service to be provided or desired by you. We do charge fees for some other aspects, features on our Platform. These charges are set out in 'Charges and Payments' of our terms and conditions.

See, Read and Post. See, read and post your own texts, photos, videos, art and other expressions and see that of others and feel free to respond. Catswoppr is a neutral Platform that gives you the opportunity through blog or vlog form to create and share your story about cats with others. Also, on Catswoppr as a Registered Member you can comment on the content posted by others.

## 3.2. Profile

Offering and/or asking for help. As a cat lover, as a Visitor, you can become a Registered Member and thus create a Profile as a User with an account in order to disclose information about the Service related to cats, which you provide to or want to obtain from other Users. The information about this

Service, which also constitutes the User Content, may include, and is not limited to, the type of Service, the availability of the Service, experience with the Service, and price of the Service.

Your Profile is publicly accessible to Registered Members of the Catswoppr Platform. Catswoppr does not produce User Content for any Profile.

You may receive personal information, or User Content, from another User with respect to a Service related to cats, that you provide or need through our Platform. This information or User Content may only be used for the specific Service agreed upon with another User through the Platform, and may not be used for any other purpose without first obtaining the consent of the other User.

We may, if we find reason to do so with respect to the safety of cats and other Users, conduct a background check on a Profile.

As a User, you may receive push notifications from Catswoppr on your Profile. You can adjust push notification settings, when you are a Registered Member on the Platform.

### 3.3. Own Responsibility

Catswoppr is not responsible for the accuracy, reliability, completeness and timeliness of created Profiles and associated User Content on the Platform, and Catswoppr cannot verify any claim to a Profile and associated User Content created by a User.

Nor is Catswoppr responsible for the accuracy, reliability, completeness and timeliness of any written and given review of a User's Profile on the Platform by another User.

We have no control over and can make no guarantees about the existence, quality, safety, suitability and legality of the Service related to cats offered by Users on the Platform or their User Content.

Nor do we control the timing, deliverability, or any other aspect of the Service related to cats provided by Users on the Platform.

As a User, you are solely responsible for any Service related to cats that you provide, or wish to obtain. It is up to you to decide how you provide or need the Service, and how you display the appropriate User Content on the Platform.

We do not control, supervise, or provide any equipment used by Users in their provision of the Service related to cats.

Catswoppr is not responsible or liable for the Service related to cats that you provide, or wish to obtain, or the offline and online conduct of you, and that of other Users of the Platform.

As a User, you have the ability to post or submit User Content, such as, your Profile and the Service related to cats, which you provide or wish to obtain, and also your reviews of your interaction with other Users on our Platform. User Content that you upload and display on our Platform, or transmit to another User, may not always be withdrawn after it is posted on our Platform.

We do not endorse any Visitor, Registered Member, Profile, User Content or Service related to cats. Any reference on our Platform to a Registered Member, Profile, User Content and Service that has been 'verified' (or otherwise checked) by us, indicates only that the User has gone through a verification or identification process relevant to Catswoppr and nothing else. Thus, what we mean by verification on the Platform does not mean an endorsement, certification or guarantee, that we can

make about a User, including a User's identity and background, and whether the User is trustworthy, safe or suitable for a Service to be provided to, or obtained from that User.

### 3.4. Interaction with Other User(s).

As a User of the Platform, you may interact with other Users by responding to each other's User Content. As a User, you agree that Catswoopr shall not be responsible or liable for any damages or losses in connection with any response to User Content to be provided and granted by you, or desired to be obtained and obtained, or as a result of any other responses and interactions between you and any other User(s) of the Platform.

As a User of the Platform, you can seek a match with other Users to interact through a Service related to cats, that you provide or need. A Service between two Users is established by a booking request.

All booking requests are subject to acceptance by your fellow User, who is under no obligation to accept your request, and may, for any reason, decline your request. However, once a booking is completed, we ask you to be courteous and fair, and to respect any price or other conditions of that booking, that you and your fellow User have agreed upon.

If you post a price for a Service to be provided or desired by you on our Platform, and if this price is accepted by another User, you agree that this price is an essential part of the booking request between you and another User. You agree not to change the price once it has been accepted by another User.

Memory Tool. To help you, and your match, remember the matching search that led to the interaction between you and your match, **Catswoopr offers both of you as Users a downloadable match history. No rights or claims can be derived from this match history from Catswoopr.**

As a User, you agree that Catswoopr is not responsible or liable for any pricing arrangement between you and another User of our Platform for a Service related to cats, which is to be provided or desired by you, nor is Catswoopr responsible or liable for the completion of the related payment between you and another User.

As a User, you agree that Catswoopr is not responsible or liable for any damages or losses in connection with any Service related to cats, which is to be provided and rendered by you, or desired to be obtained and obtained by you, nor is Catswoopr responsible or liable for any monetary transactions and interactions between you and any other User(s) of the Platform. You, as a User, accept all risks in using our Platform including, but not limited to, all risks associated with any online or offline interaction with any other User(s). You agree to take all necessary precautions when you will meet another User.

We reserve the right, but have no obligation, to monitor any disputes you may have with another User due to reaction and interaction through our Platform for the purposes of orderliness and good fellowship on our Platform.

### 3.5. Posting a comment, review and/or rating

Your comment, review and/or rating. When you have provided or obtained a Service related to cats through our Platform, you have the opportunity to post a comment, review and/or rating of the

other Catswoppr User, who was a recipient or provider of the Service. You can also provide a comment, review and/or rating in response to the User Content that you or another person has posted. Your comment, review and/or rating may not include the other User's phone number or home address.

Nor may your comment, review and/or rating contain other personal information about the other User, that is not contained in the other User's public Profile. Your comment, review and/or rating shall be limited to your personal reaction to the User Content, and/or your personal first-hand experience of the Service provided or obtained, i.e. information that you cannot have heard or read from someone else. This comment, review and/or rating must be factually accurate.

We reserve the right to remove a comment, review and/or rating, if we believe it violates our Rules and Guidelines for use of our Platform.

## 4. Rules and Regulations for Use

### 4.1. Legal Agreement

Join us. You must be 18 or older to enter into this legal agreement, formulated in these Terms and Conditions, with us for the use of Catswoppr. If you are not 18 years or older, your parental authority is responsible for entering into this legal agreement with us. If this applies to you, please ask your parent or guardian for permission to use Catswoppr. When using, they are responsible for entering into our Terms and Conditions. For any parent(s) with children under 18 years old, who would like to use Catswoppr, please review these Terms and Conditions.

### 4.2. Follow the Law

Be kind to cats and other Users. You are not allowed to use our Platform to break the law. You must at all times comply with all laws applicable in your relevant jurisdiction, in which you provide your Service related to cats or post User Content.

### 4.3. Register

Become a member of Catswoppr. As a Visitor to our Platform you will only be able to view some of our services and features. In order to take full advantage of our Platform and its services and features, you must become a Registered Member by creating an account with us. In order to do this, you must register with a valid email address and password.

### 4.4. Your Responsibility

Remember your own registration and login details. You are responsible for maintaining the confidentiality of your login details, including your password, and any other activity that occurs under your account as a Registered Member of Catswoppr. If you notice that your account has been misused or hacked, please contact us immediately at [support@catswoppr.io](mailto:support@catswoppr.io).



#### 4.5. Verify

Verify. Catswoppr is not responsible or liable for confirming the identity of any User. However, for transparency and fraud prevention purposes, subject to applicable law, we may, but we are not obligated, to ask you as a User, to provide some form of governmental identification or other official information to us, or we may perform additional checks designed to help verify your identity or background. In the same context, we reserve the right to screen you as a User against third-party databases, or other sources, and to request reports from official authorities.

You agree, if requested by us, to provide us with such official identification documents (including copies of an ID card or passport or driver's license), or other information that we want to know for the safety of cats and other Users.

#### 4.6. Personal Use

For your sole Catswoppr'ing use. Your account on our Platform is for your own personal use, you may not allow anyone else to use your account. Our Platform is solely for you to post your User Content and/or search, find and interact with another User for the purpose of providing a Cat-related Service. In doing so, you may use our services and features, which we offer to you on our Platform. Any use of our Platform for purposes other than those just described, including, but not limited to, using Catswoppr or information obtained from Catswoppr to advertise or contact other Users for purposes other than cat-related purposes, is prohibited.

If you as a User interact with other Users, the information you receive from them through our Platform is to be used only for the specific purpose for which it was provided to you, and may not be used for any other purpose without first obtaining permission from the other User(s).

Below, we list only some examples of behavior that we do not tolerate on our Platform, and against which we want to protect our Users and ourselves. If we detect inappropriate behavior, like those listed underneath, but not limited to, we reserve the right to take any action we deem appropriate, including, but not limited to: (a) limiting the interaction opportunities that a User may have with other User(s); (b) terminating the Catswoppr account for any reason or no reason, with or without notice; (c) or blocking Users with certain IP addresses from accessing Catswoppr. But also, for example, (d) taking legal action to recover costs, including, but not limited to, administrative and legal costs, which we incur, or have incurred, in the course of taking appropriate action. As well as (e) disclosing information to law enforcement agencies as we deem reasonably necessary, especially in the case of cat abuse.

When you use our Platform, we do not allow you to:

1. Abuse cats;
2. Stalk or harass other Users, or create a negative experience, as we designate it, for other Users;
3. Use our Platform for non-cat-related purposes, and purposes other than those specified in these Terms and Conditions;
4. Prevent, circumvent, disable, or otherwise disrupt security-related functions of our Platform;
5. Modify, prevent, disrupt, disable, or hack, for any purpose, our Platform, and the related services and features, which we offer you;
6. Abuse our Platform by intentionally planting digital viruses, Trojans, cancelbots, worms, or any other digital material in Catswoppr, thereby harming the Platform, but also the equipment of Users of our Platform;

7. Infringe the rights of any User or any human entity using our Platform, including, but not limited to, their intellectual property, privacy, publicity, or contractual rights with Catswoppr;
8. Transmit, distribute, post, or otherwise express information on Catswoppr and third party sites, including, but not limited to, photos, contact information, and bank account numbers of other Catswoppr Users, and related User Content, without their consent;
9. Threaten, abuse, or violate the privacy of another User of our Platform, as well as, unnecessarily hurt, harass, or frighten another User;
10. Threaten, abuse, or violate the privacy of any Catswoppr Employee, as well as, unnecessarily hurt, harass, or frighten any Catswoppr Employee;
11. Use our Platform to send unsolicited commercial email (spam), or advertisements that are not related to Catswoppr, and our services and features;
12. Create a Catswoppr account on behalf of a person other than yourself, unless you are a parent of a User (however, you may link any accounts from social networks or other services, which we support, to your Catswoppr account on the Platform);
13. Impersonate any other person or entity that you are, thereby misrepresenting the person or entity with whom other Users are dealing on our Platform;
14. Provide misleading and inaccurate User Content, in particular in relation to the Service to be provided, or desired to be provided by you;
15. Fail to adequately respond to messages/questions from other Users regarding a Service to be provided or obtained within a period of time deemed appropriate by Catswoppr;
16. Behave or act in any way that demonstrates a lack of courtesy or professionalism towards a Catswoppr Employee, which, in our experience, may cause problems in providing the best possible customer service to a Catswoppr User;
17. Bypass measures implemented by us to prevent violations of the Terms and Conditions;
18. Fail to respond to messages/questions from Catswoppr Users directed to you within a period of time deemed appropriate by Catswoppr;
19. Fail to respond to messages/questions from a Catswoppr Employee directed to you within a period of time deemed appropriate by Catswoppr;
20. Upload and display User Content on the Platform, that is deemed by us to be offensive, and contains, for example, violence, or is abusive, threatening, misleading, incorrect and inaccurate.

Should you, as a User, detect a violation of our Terms and Conditions, or any alleged impropriety on the part of any User(s), you should report it to us immediately at [support@catswoppr.io](mailto:support@catswoppr.io).

## 5. User Content

### 5.1. Your User Content

We do not claim ownership of your User Content. However, by posting User Content on our Platform, you grant, represent, and warrant that you give to Catswoppr, its affiliates, Catswoppr Charity Fund Foundation, licensees and successors, the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, and sublicensable (through multiple tiers) right to use all copyright, publishing rights, and any other rights you have in your User Content, anywhere and in any form and in any media now known or not known, on our Platform, and on the Catswoppr Charity Fund Platform, and to copy, display, reproduce, adapt, modify, and distribute such information and content for the

purposes of our Catswoppr services, and those of Catswoppr Charity Fund Foundation, including allowing our Users to view your User Content, and to use it to match with you.

As a User of our Platform, you agree to grant and give us full discretion in how we choose to display, or use, your User Content for the purposes of Catswoppr and our services, subject to restrictions as set forth in [our Privacy Policy](#).

## 5.2. Your Privacy

The right we have to use your User Content on our Platform, does not affect your privacy rights in any way. We will only use information, by which you can be identified, as set out in our Privacy Policy.

## 5.3. Sharing of your User Content

As a User of our Platform, you agree that for the purpose of media updates on Catswoppr related to cats and all cat-related matters, such as, but not limited to, your availability for a Service, the price you are willing to pay or receive for it, we may on occasion publish media on Catswoppr, including but not limited to, for example, images, videos and information, contained in your User Content.

## 5.4. Acceptable Use

As a User, you agree that any User Content, that you create and make available on the Platform when using Catswoppr, complies with acceptable use rules, including, but not limited to, rules as set forth below. These rules - also indicated in '4. Rules and Guidelines' - require that your User Content does not:

1. contain copyrighted content of other Users, unless you have written permission from the relevant copyright holder;
2. contain references, or imply, that your User Content is funded, financed or sponsored;
3. contain personal information of other Users, without the permission of these other Users, as mentioned under '4. Rules and Guidelines'.
4. contain inappropriate behavior, which we do not tolerate on our Platform, and against which we want to protect our Users and ourselves, as mentioned at '4. Rules and Guidelines';
5. contain digital content, including scripts, bots and similar automated technology, to access our Platform, as mentioned in '4. Rules and Guidelines';
6. contain digital content that compromises our Platform and its security through viruses, malware, cancelbots, and the like, as mentioned in '4. Rules and Guidelines';
7. contain junk mail, chain letters, or unsolicited mass mailing, or spamming, phishing, trolling, or other similar activities;
8. contain information unrelated to cats and your Cat related Services, which are to be provided or desired to be obtained by you;

## 5.5. No Claims

As a User of our Platform, you are - as mentioned under '3. Nature of our Platform and Services' - solely responsible for your User Content. Our Platform acts only as a passive channel for the online distribution and publication of your User Content.

If your name, voice, image, persona, likeness, or representation is included in your User Content, you agree to waive and release Catswoppr, and its Users, from any claim or cause of action, known or unknown, for defamation, copyright infringement, privacy infringement, and infringement of personality, or any similar claim or cause of action arising out of the use of your User Content in accordance with the provisions of our Terms of Service.

We reserve the right, in our sole discretion, to monitor, screen, edit and/or remove your User Content for the purpose of complying with our Terms and Conditions, and the orderliness and good fellowship of our Platform. Should we fail or neglect to do so, you agree that this does not give you carte blanche to enforce any of your rights regarding Catswoppr as described in our Terms and Conditions through any other means.

We are not responsible or liable to you for any removal, disclosure, loss or alteration of the review and/or rating given to you, and by you to another User of our Platform.

## 6. Costs and Payments

No commission fee. We do not charge a commission fee on the price of the Service related to cats, which you provide or obtain from another User of our Platform.

We do not charge you a fee to become a Registered Member of our Platform.

We may charge you for the use of certain additional features on our Platform. If there is a feature that requires payment, we will indicate this on our Platform for the relevant feature so that you are informed.

If you use certain additional features or services that require payment on our Platform, you agree to pay Catswoppr through the methods described on the Platform. In doing so, we ask you to provide, among other things, billing information, such as name, billing address and bank account information and/or credit card information, either to Catswoppr or its third party payment processor.

If you are referred to Catswoppr's third party payment processor, you could be subject to terms and conditions regarding the use of that third party's service, and the third party's personal information collection practices. We ask that you please read such third party's terms and privacy policy, before using such third party's services.

## 7. Links to Third Party Websites and Services.

Catswoppr may contain links to third party websites or digital resources, including, but not limited to, for example, an online payment processor. Such third party services, such as payment processing, may be subject to different terms and privacy policies. As a User of our Platform, you agree that we are not responsible or liable for the availability or accuracy of such third party services, or the content, products, or services available through such third party services. You agree that links on our Platform to such third party services does not mean that we endorse such third party services.

## 8. Liability

It may happen that a User of our Platform receives a positive comment, review and/or rating from Catswoppr, or from another User(s). However, this does not mean that we can make any representations or warranties to you regarding the quality, safety or positive attributes of that User.

As a User of our Platform, you agree that we are not involved, responsible or liable in any transactions and interactions between you and any other User of our Platform. This means that you also agree that you will resolve any issue, dispute, controversy or other disagreement regarding possible trans- and interactions directly with that other User. You also agree to release Catswoppr from any claims or liability that may arise from any issue, dispute, controversy or any other type of disagreement regarding possible trans- and interactions. As a User of our Platform, you acknowledge and agree that the entire risk arising from the use of Catswoppr, including, but not limited to, providing or obtaining an online and offline Service related to cats from us or from another User, is entirely your own responsibility.

As mentioned under '3. Nature of our Platform and Services', you agree that Catswoppr shall not be responsible or liable for any damages or losses in connection with any Service to be provided and rendered by you, or desired to be obtained and obtained by you.

## 9. Indemnification.

As a User of our Platform, you will defend, indemnify, and hold harmless Catswoppr, and its affiliated Catswoppr Charity Fund Foundation, as well as any affiliates, directors, officers, employees, agents and third party providers (collectively, the "Indemnified Parties") from, and against, any, and all claims, demands, causes of action damages and/or liabilities, losses, expenses - including reasonable legal fees and court costs (including attorneys' fees and costs) - or other liability, for any claim of infringement arising from (a) use of our Platform and related services and/or User Content and/or other Content linked to Catswoppr; (b) transactions and interactions, online or offline, with other Users of our Platform; (c) violation of our Terms and Conditions; (d) issues, disputes, controversies and any other disagreements with other Users of our Platform; (e) your misstatements, misrepresentations, or violation of applicable law; (f) any property damage, loss, or personal injury to third parties caused by your cat/pet or cats/pets in your care; (g) your User Content. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You agree that in no event will you settle any claim or matter without the written consent of the applicable Indemnified Parties.

Catswoppr and its affiliate Catswoppr Charity Fund Foundation, as well as any affiliates, directors, officers, employees, agents and third party providers (collectively, the "Indemnified Parties") shall have no indemnification obligation or other liability for any claim of infringement arising from (a) the use of our Platform and/or other Content linked to Catswoppr, other than in accordance with our Terms and Conditions; (b) the combination of our Platform and/or other Content linked to Catswoppr with other products, services or materials; or (c) third party products, services or materials.

## 10. Termination and Account Deactivation.

### 10.1. Your Choice

You choose. If at any time you find that you are unable to accept our Terms and Conditions, or any changes made to the Terms and Conditions or our Platform, you must immediately cease using Catswoppr.

As a User of our Platform, you may terminate your Catswoppr account at any time by deactivating your account in the 'delete account' section of your account settings. When you deactivate your account, you will no longer have access to the account, or any data previously stored in the account. For information on our storage of such data, please refer to our Privacy Policy.

### 10.2. We Check

We review. If we find inappropriate behavior, as listed under '4. Rules and Guidelines for Use', we reserve the right to take any action we deem appropriate, such as, for any reason or no reason, with or without notice, terminating, deleting and/or suspending (a) a Catswoppr account, (b) and/or also your Profile as a User, (c) and/or also your User Content.

Unless we decide otherwise, such termination, removal and/or suspension will be effective immediately. Upon termination, deletion and/or suspension of a User's Catswoppr account, we may notify other Users of Catswoppr who have been contacted through our Platform that the account has been terminated, deleted and/or suspended.

### 10.3. Your User Content upon Termination and Deactivation of Account

If your Catswoppr account has been terminated by us, you may not re-register on our Platform without permission from us. In the event that you are allowed to register again, your previous User Content, including any comments, reviews and/or ratings, which you may have received about you, may no longer be available. We will not compensate you for any losses caused by this.

If you continue to access and use other parts of our Platform and/or our services following the termination, deletion and/or suspension of your account, your use will remain subject to our Terms and Conditions.

All fees and charges are non-refundable, and there are no refunds or credits once your account has been billed, including if your account has been terminated, deleted and/or suspended.

### 10.4. Outstanding Obligations.

The termination, deletion and/or suspension of your use of our Platform and services and features, will not otherwise affect your outstanding obligations to us (including the obligation to pay amounts to us), or to any other User(s) under any agreement made through Catswoppr with such other User(s).

## 11. Changes to our Services and Features.

Always innovating. We are constantly improving our Platform, our services and features of Catswoppr, to better serve you. Therefore, we may need to update, modify, discontinue and/or delete some parts of our Platform, our services and features, and reset them. These changes, modifications, and updates, may affect your past activities on our Platform, as well as your Profile and your User Content. We will not compensate you for any losses incurred as a result of this - losses including, but not limited to, data from your Profile and information belonging to your User Content,.

As a User of our Platform, you agree that changes, amendments and updates are an important part of Catswoppr and are the basis on which we grant you access to use our Platform. Once we have made changes, modifications and updates to our Platform, your continued use of Catswoppr demonstrates your acceptance of all such changes, modifications and updates, and the accompanying Terms and Conditions that apply.

## 12. Intellectual Property Rights

### 12.1. Copyright

All content, information, data, and other data on our Platform, other than User Content, is owned by Catswoppr, or is the property of our suppliers or licensors. You agree that you may not use such content, information, data, and other data on our Platform, other than User Content, unless we provide you with written permission to do so.

### 12.2. Trademarks

The trademarks and service marks 'Catswoppr' and the Catswoppr logo are owned by Catswoppr. All other trademarks, service marks, logos and/or trade names appearing on our Platform are the property of their respective owners. You agree that you acknowledge the rights of Catswoppr, and the respective third parties, to these marks. You agree that you may not copy or use these marks, logos, or trade names, without the written permission of the owner.

### 12.3. Ownership and Use

We retain ownership of our intellectual property rights, and you agree that you have no rights to our intellectual property or our rights to any of the intellectual property contained therein.

Except to the extent that you actually obtain content, information, and data on our Platform, while using Catswoppr, you have no right to use, copy, display, perform, or create derivative works from, distribute, or cause to be distributed, and to transmit or sublicense, any content, information and data available on our Platform, other than User Content created and created by you.

### 12.4. Your Content

Other than the non-exclusive license, which you as a User grant to our Platform in relation to your User Content, we will not acquire any ownership interest in the User Content you post on Catswoppr.

## 13. Governing Law

These Terms and Conditions and your use of our Platform is governed by Dutch law. In the event of any issue, dispute, controversy, or other controversy arising out of, or in connection with, these Terms and Conditions, you and we shall submit to Dutch law, and the exclusive jurisdiction of the courts of The Netherlands.

## 14. Severability

If any provision of our Terms and Conditions is found to be legally unlawful or unenforceable, this will not affect the continued full validity and effect of the remaining provisions.

## 15. Miscellaneous

**Beta Features.** From time to time, we may offer new 'beta' features or tools on our Platform, that you may use to experiment on Catswoppr. We provide such functions or tools solely for our own experimental purposes, and they may be modified, or discontinued at our sole discretion.

As a User of our Platform, you acknowledge that Catswoppr is closely affiliated with the Catswoppr Charity Fund Foundation. This private fund invests in the wellbeing of big and small cats worldwide. With donations, Catswoppr Charity Fund encourages human initiatives for the protection and conservation of felines. The statutes of Stichting Catswoppr Charity Fund can be found **on the website of the foundation. The Foundation is registered with the Dutch Chamber of Commerce under KvK number XXX.**

## 16. Contact

Give your input. If you are a User of our Platform, and wish to contact us regarding our Terms and Conditions, or any other document mentioned herein, please email us at [support@catsowppr.io](mailto:support@catsowppr.io).

We would like to hear from you, and we are always interested in how you think we can improve our Platform. When you provide feedback to us regarding our Platform, you agree that you waive any rights you may have to your feedback, so that we have the perpetual right to use such feedback, and to enable others to use it without restriction, and without any payment or obligation to you.