

# GENERAL TERMS AND CONDITIONS

v1.0 – Effective from: 08 May 2023

Please read carefully the below General Terms and Conditions (hereinafter: “**Terms and Conditions**”, or “**Terms**”) before using the website Jacque et Michel TV2 [www.jacqueetmichelTV2.net](http://www.jacqueetmichelTV2.net) (hereinafter: “**Website**”).

In case you do not accept the present Terms and Conditions, please do not visit or use the Website in any way. When visiting or using the Website, you are bound by these Terms.

## 1. Introduction

These Terms of the Website operated by Swamhucz Kft. (registered seat: Hungary, 1085 Budapest, Salétrom street 4.; tax number: 32182811-2-42; company registration number: 01-09-410772; electronic mail address: [contact@swamhucz.com](mailto:contact@swamhucz.com) ; hereinafter: „**Company**” or “**we**” or “**us**”) apply to everyone who visits the Website, or uses its services (hereinafter: “**User**” or “**You**”). The Website may only be used subject to the requirements of applicable laws, without prejudice to the rights of third parties and the Company, and in compliance with the present Terms.

For the purposes of these Terms, a User is any person over 18 years who visits the Website, and/or downloads any content from it and/or uses the Website in order to use the services available there with and/or without registration and who accepts these Terms.

The Website generally provides a video-on-demand (VoD) service and delivers video content directly to individual Users, who may access them at any time from any compatible device based on these Terms. The Website allows for the general viewing of adult-oriented content by Users, registered and unregistered. In addition, the Website allows for downloading of adult-oriented content by registered Users. The Website is for the User’s personal use and shall not be used for any commercial endeavour except those specifically endorsed or approved by the Website.

The Website can be accessed via a compatible browser (e.g. Chrome, Firefox, Edge, Safari) connected to the Internet. The Website is compatible with iOS and Android devices (mobile phones, tablets).

## 2. Definitions

The capitalized terms used in these Terms have the meanings defined below:

**Content:** includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features, textual content, and other materials you may view, download, display on the Website.

**Member :** a registered User of the Website who has a validly identified account.

## 3. Term and conclusion of the contract

By using any of the services of the Website, including when You do so as a visitor without registration, you accept these Terms.

By accepting these Terms, a contract is concluded between You and the Company. By accepting these Terms and Conditions the contract is concluded with You by electronic means in line with the Hungarian Act V of 2013 on the Civil Code and the Act CVIII of 2001 on certain issues of electronic commerce services and information society services. Acceptance of these Terms does not constitute

a written contract, and through the Website, You may any time access and download the present Terms or store them on any data carrier or electronic medium, as well as access and reproduce them. Before making any legally binding statement, we will provide You with the technical means to identify and correct any errors in the electronic recording of data.

By accepting these Terms, the contract between You and the Company is concluded for an indefinite period of time and will remain in force until terminated by You or us as set forth in these Terms.

The Terms will become effective when You receive confirmation by email or when You are able to visit or use the features and services available through the Website, whichever comes earlier. Once the Terms become effective, You will be deemed to have concluded an agreement with us under these Terms.

You affirm that You are at least 18 years of age, and You are fully able and competent to enter into these Terms, and to abide by and comply with these Terms. If You are under 18, please do not use the Website. You also represent that the jurisdiction from which you access the Website does not prohibit the receiving or viewing of sexually explicit Content.

#### **4. Use of Website and registration**

Any natural person over the age of 18 of legal capacity is entitled to visit the Website and/or use the services available there.

By visiting the Website and/or using the services available there, You acknowledge that You are aware that some of the Content on the Website contains adult material, and You acknowledge to take this into account when deciding where to access and view Content. The Company shall not be held liable to You if You suffer any loss or damage as a result of accessing or viewing Content containing adult material in a way which places You in breach of any contract You have with a third party (for example, an employment contract) or in breach of any applicable law.

Certain services on the Website are available for free - on a limited basis - without registration.

To use certain features and services of the Website (in particular, view videos in full length, download videos), You must register on the Website and pay for the requested services. By registering, You create a user account. In this case You can use these functions and services of the Website once You have filled in the registration form correctly, accurately and completely with valid data, and You have accepted these Terms, read the relevant privacy policy and finished with the registration process.

After registering on the Website, the Company sends an e-mail to the address provided by You with a link to click on and confirm the registration.

You shall ensure that your computer/device, and especially the Website and services cannot be accessed by minors in your household or nearby.

The Parties are aware of the fact that the information published on the Website may seriously impair the mental, spiritual, moral or physical development of minors, in particular by including a direct, naturalistic depiction of sexuality as a dominant element. Such Content may only be published on the sub-page containing the information with a warning of the potential danger to minors published prior to the information is displayed and with identifiers in the source code of the sub-page which refer to the category of Content and which are recognisable by filtering software in accordance with the applicable legislation.

You are liable for all activity on your account even if, contrary to these Terms, someone else uses your account.

You shall promptly update any of your information You have submitted to the Company as and when it changes.

By registering, You acknowledge that it is your responsibility to keep your account information and password confidential. You are responsible for any unauthorized activities that occur in your account if the unauthorized activity was caused by you, whether negligently or intentionally. You agree to notify us immediately (by sending a notice to our postal address or email address) of any unauthorised use of your account or password.

You acknowledge and agree that your account is non-transferable and that You shall not allow any other person to access and/or use your account.

The Company reserves the right to monitor and verify the compliance of the use of your account with these Terms. You acknowledge and agree that the Company may terminate these Terms at any time and that You may be permanently banned from the Website in the cases specified in the present Terms.

## **5. Access to the digital Content – Subscriptions & Purchases**

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users, including registered Users.

You are responsible for:

- making all arrangements necessary for you to have access to the Website, and
- ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

The Website is accessible free of charge from any location and to any User with internet access. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are at the User's expense.

The Website may allow the User to access digital Content available there for free with certain limitations, or on a pay per view basis, or based on a subscription. The basis on which the digital Content may be available on the Website will be indicated in any cases.

To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. The non-member User does not have access to the services reserved for Members. To do so, he/she must identify himself/herself with his/her login and password.

In order to view certain digital Content in its entirety and/or without restriction available at the Website, the User must create a user account in accordance with Clause 4 and choose from the following options to view it on his/her end user device and/or download it to their end user device:

### **A) Pay per view basis**

The User may watch videos on a pay per view basis, meaning, the User shall pay for each individual video that he/she intends to watch.

In this case the User may:

- download the video on his/her end user device for unlimited viewing; and/or

- view the video on the Website as many times as he/she wants for a period of 5 days.

## **B) Subscription**

The User may subscribe to the Website to access all digital Content available there without any limitation, for a period of 30 days or 365 days (hereinafter: “**subscription period**”).

We will renew the subscription automatically and will continue until 30 days or 365 days unless and until You cancel your subscription or we terminate it, in each case pursuant to the terms of these Terms. You must cancel your subscription before it renews in order to avoid fees due under the next billing cycle.

Unless You have provided notice of cancellation, You agree to charge You the applicable subscription fee. If you fail to renew Your subscription for the Website in a timely manner by paying the applicable fee, the Company is entitled to restrict and/ or terminate your access to the Website and/or terminate your account as well.

The User may cancel his/her subscription at any time by sending a simple request to the following e-mail address: [contact@swamhucz.com](mailto:contact@swamhucz.com)

To cancel the automatic renewal of the subscription, the User may also contact the customer service of the Website via the [contact form](#), or via the [unsubscribe form](#).

You can also contact Straceo's customer service via the [contact form](#).

Subject to your payment of any applicable subscription, or pay per view, the Company grants You a non-exclusive, non-transferrable, personal, non-sub licensable, limited right and license to view and/or download videos based upon the applicable subscription, or pay per view selected by you.

## **6. Payment and payment method**

The prices of the videos and the subscription fees shall be paid in euros including all taxes.

The Company reserves the right to modify its prices at any time, it being understood that the User's purchases/subscriptions will be charged to the User on the basis of the rates in force at the time of the registration of his/her purchase/subscription.

The User has the possibility to purchase any Content and/or to subscribe directly on our Website.

The User may purchase any video by using one of the buttons provided for this purpose.

The payments will be processed via the online service of <https://straceo.com>.

The Company will not retain the bank details of the User. Only the payment provider keeps such details throughout the duration of the subscription.

## **7. Conditions on the usage of the Website**

You agree that you will only use the Website and our services for the lawful purposes expressly permitted and contemplated by these Terms. You may not use the Website and our services for any other purposes, including but not limited to commercial purposes, without our express written consent.

You agree that You will view the Website and its Content unaltered and unmodified. You acknowledge and understand that you are prohibited from modifying the Website or eliminating any of the Content

of the Website, including ads. You must not circumvent, remove, delete, disable, alter, or otherwise interfere with any age verification processes, technologies or security tools used anywhere on the Website or in connection with our services.

You may access Content for your information and personal use solely as intended through the provided functionality of the Website and as permitted under these Terms. You shall not download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content which are not permitted in the present Terms.

## **8. Prohibited uses**

You agree that You will not use or attempt to use any method, device, software, or routine to harm others or interfere with the functioning of the Website, or use and/or monitor any information in or related to the Website for any unauthorized purpose.

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Website. Any determination regarding breach of any of the following is final. Please review the following list of prohibited uses carefully before using the Website. Specifically, You agree not to:

- violate any law or encourage or provide instructions to another to do so;
- act in a manner that negatively affects other Users' ability to use the Website, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- use the Website in any way that promotes or facilitates prostitution, solicitation of prostitution, human trafficking, or sex trafficking;
- use the Website to arrange any in-person meetings for purposes of sexual activity for hire;
- deploy programs, software, or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
- deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;
- exceed your authorized access to any portion of the Website;
- remove, delete, alter, circumvent, avoid, or bypass any digital rights management technology, encryption or security tools used anywhere on the Website or in connection with our services;
- remove, delete, alter, circumvent, avoid, or bypass any age verification processes, technologies or security tools used anywhere on the Website or in connection with our services;
- alter or modify without permission any part of the Website or its Content, including ads;
- obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Website;
  - exploit errors in design, features which are not documented, and/or bugs to gain access that would otherwise not be available;
- use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website without our prior written consent;
- use any manual process to download, monitor or copy any of the material on the Website or for any other unauthorized purpose;

- use any device, bots, scripts, software, or routine that interferes with the proper working of the Website or that shortcut or alter Website functions to run or appear in ways that are not intended by the Website's design;
- introduce or upload any viruses, Trojan horses, worms, corrupted files or any other similar software, program, or material which is malicious or technologically harmful or that that may damage the operation of another's property or of the Website's or our services;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website are stored, or any server, computer, or database connected to the Website;
- remove any copyright or other proprietary notices from our Website or any of the materials contained therein;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
  - otherwise attempt to interfere with the proper working of the Website.

## 9. Monitoring and enforcement

We have the right but not the obligation to:

- monitor any communication occurring on or through the Website to confirm compliance with these Terms, the security of the Website, or any legal obligation;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website;
- terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

## 10. Termination

### A) Termination by the Company

In case of Members we may terminate these Terms at any time, either in whole or in part, and temporarily suspend or terminate his/her access to the Website by sending the User a written notice (including by email to his/her currently registered email address, if she/he is a Member, or by way of a push notification), including (but not limited to) the following reasons:

- a) the User is in serious or persistent breach of any provision of the Terms, which he/she fails to remedy (where remediable) within 5 days of receiving a written notice to do so (including where the Member fails to pay the subscription fee due);
- b) circumstances arise in respect of which there is a reason to suspect misuse or manipulation of the Website;
- c) if the User takes any action that has caused or is reasonably likely to cause a loss to the Company or that otherwise harms the reputation of the Company or the Website;
- d) if we decide not to provide any services through the Website at all in the future.

Without prejudice to the above, the Company reserves the right to temporarily or permanently ban an IP address if a User (including Members and non-Members) violates any provision of these Terms. The affected User will be entitled to visit the Website or use the services available therein in any form, for a period of time or permanently, as determined by the Company in its discretion.

The Company is entitled to modify, suspend, withdraw or restrict the Website, therefore the Company is not obliged to guarantee that the Website or any Content posted on it will always be available or accessible without interruption.

#### B) Termination by the User

Any Member is entitled to delete its account by deleting it from its personal account.

Once the Member's account has been deleted the Member won't be charged any further amounts or have access to its former account or its Content, and any subscriptions will be deleted and cannot be subsequently renewed. The Member will receive an e-mail confirmation upon the successful deletion of its account.

If the Member terminates its account the Member shall pay the fee of the services already used.

The Member expressly agrees that having regard to the characteristics of the service provided by the Company, the Member will lose his right of withdrawal after the registration to the Website.

### **11. Intellectual Property**

The Company grants the User a non-exclusive, non-transferrable, non-sub licensable, limited right and license to view and/ or download Content (in particular videos) from the Website with or without registration.

The entire content of the Website will remain vested in the Company or third parties and they are protected by applicable copyright laws with all rights reserved. All rights to the Website, their underlying software, Content and layout are the property of the Company and third parties.

The structure, organization, tools used for the design, development, and operation of the Website, as well as the databases, brands, and logos, are the exclusive property of the Company and receive the protection of the intellectual property law, and specifically copyright and trademark law.

Full or partial reproduction or extraction of the Website, databases, features, source code, visuals, texts, brands, or any of the Website's elements, on any media whatsoever or for whatever reason, without the Company's prior written agreement is strictly forbidden. Failing which, the User concerned will be subject to civil and criminal legal proceedings from the Company.

### **12. Liability and limitation of liability**

To the maximum extent permitted by applicable law, the Company excludes any and all liability and responsibility for any amount or kind of loss, cost or damage that result to You or a third party (including without limitation, any indirect, punitive, or consequential loss or damages, or any loss of income or profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, personal injury, loss or impairment of health or death, and whether in (including without limitation negligence) contract or otherwise, costs) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website.

The Company will not be liable for any non-compliance or delay in compliance with any of the obligations the Company assumes under the contract concluded between the Company and the User by events that are beyond its reasonable control (hereinafter: "**Force Majeure**"). Force Majeure

specifically includes: natural catastrophes, fires, strikes, breakdowns, epidemics, shortages, war, power failures, telecommunications failures, loss of internet connectivity due to public or private operators.

The Company accepts no liability if the Website is not compatible with all devices and operating systems. The User configures the information technology, device, and computer programs to access to the Website. The User is entitled to use its own virus protection software.

The Company takes all reasonable steps to keep the Website up to date. However, it makes no warranties, neither expressed nor legislative, with respect to the Content and information contained or posted on the Website, including, but not limited to, the fitness for a particular purpose, accuracy, completeness, and any related warranties. The Company provides the Content displayed on the Website "as-is", and without warranty of any kind. The Company does not represent or warrant the accuracy, completeness, timeliness or reliability of the content of the Website or that the use of the Website will be uninterrupted or error free. Users of the Website are responsible for verifying the accuracy and currency of all information before acting on reliance on that information, and any risk associated with the use of information on the Website is borne by its visitors. The limitations or exclusions referred to in this clause shall apply only to the extent that their application or enforcement is not excluded by mandatory provisions of law.

The Company shall not be liable for any loss caused by a virus infection or any other malware to the User's computer or other property, resulting from the use of the Website, access to the Website or the downloading of any material from the Website. Users may download any material from the Website at their own risk.

Nothing in these Terms shall be construed so as to limit or exclude the liability of the Company for (i) death or personal injury resulting from the Company's negligence or the negligence of Company's employees or agents; (ii) wilful misconduct; (iii) breach of obligations deriving from public order rules; and (iv) any other case where the Company's liability may not be limited or excluded under applicable law.

### **13. Links to third party websites**

Users may find links which lead to other pages while using the Website. The Company as permitted by applicable laws undertakes no liability for the content, accuracy and the operation of third party websites. Links to any such websites shall not be construed as an endorsement of their content by the Company.

The Company as permitted by applicable laws undertakes no liability for the availability of such websites and for any damage or injury arising from the usage of such contents.

Links to third party websites serve only for the convenience of Website Users. Users may visit such websites at their own risks.

Where the Company becomes aware that any link on the Website contains illegal information, upon proof of the infringement, takes immediate action to remove such links.

### **14. Complaints handling**

In the event of an issue with the Content or the Website the User concerned shall first contact the Company to resolve the issue.



Notification or complaint should be sent to the following address: [contact@swamhucz.com](mailto:contact@swamhucz.com).

The Company will investigate the complaint immediately and remedy it as necessary. If the User does not agree with the handling of the complaint, or if it is not possible to investigate the complaint immediately, or if the User has made the complaint in writing, the Company will respond to the complaint within 30 days.

In case the User shall be considered as a consumer and its complaint is rejected in whole or in part, or if the time limit set above for the investigation of the complaint has expired without result, the User may contact the following authorities and bodies:

- Government Office of the Capital City of Budapest  
Consumer Protection Department  
Address: 1051 Budapest, Sas u.19. III. em.  
Telephone number: 36 1 450-2598  
E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)
- Budapest Conciliation Body  
Address: 1016 Budapest, Krisztina krt. 99. I. emelet 111.  
Postal address: 1253 Budapest, Pf.: 10.  
Telephone number: +36 (1) 488 21 31  
E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)  
Website: <https://bekeltet.bkik.hu>
- Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság)  
Address: 1055 Budapest, Falk Miksa utca 9-11  
Postal address: 1363 Budapest, Pf.: 9.  
Telephone number: +36 (1) 391-1400  
E-mail address: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Failing to reach an amicable agreement, any dispute arising from the conclusion, execution, interpretation or cessation of this document will be submitted to the competent jurisdiction pursuant to the provisions of the Hungarian Code of Civil Procedure.

## **15. Data protection**

The Company acts as the responsible data controller of the User's personal data. For information about how we collect and process personal data in connection with the Website, please refer to our respective privacy notice. The privacy notice is [available here](#).

## **16. Modification of the Terms**

The Company is entitled to amend these Terms unilaterally, but shall always publish the current version of the text. Users are obliged to monitor the changes to these Terms. In any case, the provisions of the Terms in force on the date of the activity shall prevail in relation to the activities of the Parties.

## **17. Miscellaneous**

These Terms constitute the entire agreement between the parties relating to the use of the Website and the services available through it and supersede any prior written or oral agreements between the parties on this subject.

Should any provision of the Terms be declared null and void, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hungary.

Without prejudice to the above, if you are a consumer having your habitual residence in the European Union, this choice of law shall not have the result of depriving You the protection afforded to You by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable on the basis according to Art. 6 I of the Rome I Regulation (REGULATION (EC) No 593/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 June 2008 on the law applicable to contractual obligations), meaning that the law stipulated in these Terms cannot override the mandatory provisions of the governing law. Furthermore, if Your habitual residence is in the European Union, the rules of the Brussels I Regulation (REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters) may also apply, and You may, at your own discretion, bring proceedings against the Company in the courts for the place where You are domiciled or, alternatively, in the courts for the place where the Company is established.

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Information regarding the web hosting provider of the Website:

Name: Google Ireland Limited

Address: Gordon House 4, Barrow Street, Dublin, D04 E5W5 Ireland

Phone number: [+353 1 436 1000](tel:+35314361000)

E-mail: [www.google.ie](http://www.google.ie)