

Cleeng User Agreement

When you register for use of the Cleeng service, you accept the terms of this Cleeng User Agreement. By using any service made available to you by us, you agree to be bound by these terms of use.

If you have questions regarding your privacy, Cleeng is pleased to answer them. Your questions can be directed to our [contact form](#).

GENERAL

1. Cleeng B.V. ("**we**" or "**us**"), a limited liability company duly organised and existing under the laws of the Netherlands with our registered office at Reimersbeek 14 (1082 AG) Amsterdam, The Netherlands, chamber of commerce registration number 34392902, provides a service which enables content providers(the "**Content Providers**") to offer video's, live events and other data (collectively: the "**Content**") to you on a subscription or one-off basis.
2. For this purpose we provide you with access to our website (cleeng.com) and other web or mobile platforms (collectively the "**Platform**"). Via the Platform you can subscribe to Content and access Content on a conditional access basis. The Platform and all other services provided by us to you are referred to as the "**Services**".
3. These Cleeng User Terms and Conditions (the "**Terms**") apply to all Services provided by us to you.
4. Should you have any questions regarding our Services, these Terms or otherwise, please feel free to contact us via theteam@cleeng.com.

ACCOUNT AND CONTENT VIEWING PROVISIONS

1. In order to receive Services you need to acquire access to the Platform by creating an account. You are responsible for the confidentiality of the username and password belonging to your account. It is not allowed to share your username and password with any third person or party. You are responsible for all actions originating from your account.
2. Please verify if there are any specific viewing provisions, for example limited accessibility, specific equipment requirements or otherwise, applicable to the Content and whether or not you meet these provisions before making a purchase.

SERVICE

1. We strive to keep the Services available for you on a permanent basis. However due to the nature of the Services and the internet in general, we cannot guarantee that Services will be available at all times. You acknowledge that Services may be suspended or interrupted due to maintenance, force majeure or otherwise. We strive to limit the duration of any suspension or interruption. Feel free to contact our customer support team for any question.
2. You represent and warrant to you will at all times use the Services in accordance with these Terms and applicable laws.
3. Please note, we only facilitate access to the Content. We do not re-sell, control, edit or otherwise manage the Content or the streaming thereof.

4. We do not provide a backup of the accessed Content. We do not host or store Content, and the access to Content may be governed by the separate terms and conditions of the Content Provider.

COSTS

1. The costs associated with access to Content are indicated on the Platform for each item of Content. Fees due in respect of Content may be revised at any time provided that such revisions do not apply to already purchased Content.
2. In the event you have purchased a subscription to Content, such subscription shall be of effect for 30 days starting from the date of purchase (except if mentioned otherwise in the offer). After the aforementioned period the subscription shall - unless terminated via the Platform - constantly and automatically renew for an additional 30-day period. In the event the fee due in respect of a subscription is increased, you shall be provided with a notice at least 1 month in advance and in which case you are entitled to cancel the subscription for free.
3. Please note that the costs of streaming Content are charged separately by your internet access service provider. You may double check such costs with your provider prior to making a purchase.

INTELLECTUAL PROPERTY

1. The intellectual property rights of Content distributed via the Service is vested in Content Providers (or its licensors). The intellectual property rights of the Platform are vested in us or our licensors. You are provided access to the Services on a limited, personal, non-business and non-commercial basis only. You are not allowed to and agree not to (re-) distribute to third parties or further make public - in whole or in part- the Content.

BILLING, PAYMENT & REFUNDS

1. You can access Content by using different payment methods, possible through PayPal, Visa, MasterCard, and/or other payment methods available via the Platform. Note, available methods may vary per country and specific charges may occur.
2. Cleeng applies VAT and other applicable taxes and levies based on the information provided by you.
3. Users younger than sixteen (16) years of age, or older if applicable law demands this for committing legal acts, are not allowed to register an account unless they have explicit written permission from parent(s) or legal guardian(s). If requested by Cleeng, they must produce this consent.
4. **All access to Content is final and non-refundable.** For further details, please check our [refund policy](#).

PRIVACY

1. Cleeng respects your privacy and the confidentiality of your personal information. If you acquire a subscription, we provide personal data to the Content Provider in order to enable the Content Provider to provide you with its services and further process personal data in accordance with the Content provider's policies.
2. As part of Cleeng's commitment to protect your personal data in a transparent manner, Cleeng wants to inform you on:
why and how Cleeng collects, uses and stores your personal data;
the lawful basis on which your personal data is processed;

what your rights and our obligations are in relation to such processing; and Cleeng's personal data principles.

3.

Why and how Cleeng collects, uses and stores your personal data

Cleeng will collect and process personal data about you including:
the personal details, such as your name, your address, your e-mail address, your billing information, place or residence and other information you have provided to Cleeng for provision of the Cleeng Service and administration, billing and remuneration processes;
when you use the Cleeng Service, data transmitted by you is automatically recorded by our server, including date and time of the access, I.P. address, operating system, accessed and/or sold content, referrals, votes and other actions you have made using the Cleeng Service;
To store some of this information Cleeng makes use of cookies. Information stored by Cleeng will not be traced back to a personal User or Content Provider other than is needed for administrative purposes and the billing and remuneration process. Cleeng does not allow third-party cookies to recognize your personal data. Cleeng has in place appropriate technical and organisational measures to prevent unauthorised or unlawful access to the personal data you have provided to Cleeng.

4.

On which legal basis and for which purposes does Cleeng process personal data

The legal basis of the processing of your personal data will be one of the following:
necessary for the legitimate interests of Cleeng, without unduly affecting your interests or fundamental rights and freedoms;
necessary for taking steps to enter into or executing an agreement with you for the Cleeng Services you request, or for carrying Cleeng's obligations under such an agreement;
in limited circumstances, processed with your consent which Cleeng obtains from you from time to time.

5.

Your rights

Cleeng will only retain personal data for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

6.

You have a right to ask Cleeng to rectify inaccurate personal data Cleeng collects and processes. Changing or removing certain personal data is possible via Your Cleeng Account and/or the Content Provider Dashboard.

7.

Where Cleeng processes your personal data on the basis of your consent, you have the right to withdraw that consent at any time.

8.

You have a right to ask Cleeng to stop processing your personal data, or to request deletion of your personal data – these rights are not absolute (as sometimes there may be overriding interests that require the processing to continue), but Cleeng will consider your request and respond to you with the outcome.

9.

Where Cleeng processes your personal data on the basis of your consent, or where such processing is necessary for entering into or performing obligations under an agreement with you, you may have the right to request your personal data be transferred to you or to another controller.

10.

Cleeng's personal data principles

Cleeng WILL NOT SELL your personal information and data to any third party. Cleeng also does not sell or share Content Provider or user data for marketing purposes.

11.

Third parties

When providing the Cleeng Service, Cleeng will share personal data with persons acting on your behalf or otherwise involved in the transaction. Personal data will only be made available to a

third party if, and in so far as, is needed for providing you with, or for improving, the Cleeng Service.

12. At the present time, Cleeng may share your personal data with Ayden B.V. (Payment Processing Service) and/or Paypal if, and in so far as, this is needed for the correct completion of the payment process. This information can include: user name, last name, registered email, purchase date, price of the item bought.
13. In some instances, we also share personal data with suppliers and other business partners who provide services to Cleeng, such as IT and hosting providers, debt collection, debt recovery, fraud prevention, and credit reference agencies, and others. When we do so we take steps to ensure they meet Cleengs data security standards, so that your personal data remains secure.
14. Cleeng may also share certain personal data with Content Providers in order for them the best deliver their service to you. This information can include: username, purchase date, content ID purchased, registered email and purchase price. Third parties are at all times obliged to respect the confidentiality of your personal data. Third parties are not allowed make use of your data for marketing purposes except if you have explicitly authorized them to do so.
15. Clear opt-in policy
Only if you have permitted Cleeng to use your personal data to inform you about the Cleeng Service or otherwise Cleeng is allowed to do so. If you no longer consent to such use, you can change your privacy setting in Your Cleeng Account, or please [contact us](#).
16. If You suspect that a third person or party has access to account, please notify us immediately at theteam@cleeng.com.

TERMINATION

1. You acknowledge and understand that provision of the Services commences the moment an account is created by you. You further acknowledge and understand that, due to the nature of the Services and streaming services in general, you are not entitled to rescind a purchase of Content once the Content (or a part thereof) has been transmitted.
2. Subscriptions to Content may be cancelled at any time. Cancellation will become effective at the end of your current subscription period.

MISCELLANEOUS

1. If any provision of these Terms is null and void or is voided the remaining provision of these Terms will not be affected and remain applicable.
2. We reserve the right to update and amend these Terms. The present Terms govern, without prejudice to applicable law, your use of the Services.
3. Notwithstanding any other rights, we reserve the right to terminate our agreement and deny access to our Services should you at any time be in breach of the Terms or applicable law.
4. Without prejudice to any mandatory applicable law provision which dictates otherwise, these Terms are exclusively governed by the laws of the Netherlands and disputes are exclusively referred to the competent Dutch court.

CONTACT US

You have different ways of contacting us when you need it.

For Support inquiries, please check our [Support](#) website, or you can too email us [here](#),

For other questions, please check our [contact and offices](#) page.

Thank you for reading the Cleeng User Agreement.