General conditions of use of Carimmat

Please carefully read the entirety of the present General Conditions of Use because they apply at each connection to the Carimmat application and as soon as you use one of its functionalities.

Here is a summary of the essential points addressed:

Access to Carimmat is forbidden to individuals under 18 years of age because it is a social network reserved for adults.

Carimmat cannot be held responsible for any posts, live broadcasts or statements made on the site. We do not monitor the content posted on the site. However, if we notice or a user reports content that we deem inappropriate, we reserve the right to remove it.

If you post content that does not belong to you, without the owner's permission, and the owner objects (or uses a lawyer), we will not be liable. You must take full responsibility for what you post.

To learn how Carimmat uses your personal information, please see our Privacy Policy. It provides information on how we handle your personal data and protect your privacy when you use Carimmat. By using Carimmat, you consent to our use of such data in accordance with our Privacy Policy. Our website and applications also use cookies or similar technologies. To learn more about these, click here. You always have the option of blocking cookies and other data storage in your browser or mobile settings, but this would restrict your access to certain features of Carimmat.

Complete legal notice

The Carimmat site and application are a social network designed as a forum where you can meet new people, discuss, share your photos and information. We want to offer you a pleasant site to visit, which is also a safe and friendly environment. You hereby agree to use Carimmat in this spirit and in accordance with these Terms of Use (the "Terms"). All references to Carimmat refer to www.carimmat.com and its websites and applications.

These Terms apply whenever you visit Carimmat, whether you choose to register or not, so we recommend that you read them carefully. By accessing, using, registering for or benefiting from the services offered by Carimmat (the "Services"), you agree to these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SITE OR THE APPLICATION.

1. Use of the Site and the Application and Content Rules

Who can use Carimmat?

Carimmat is a social network for adults only. Registration on Carimmat is only open to individuals who are 18 years of age or older (or who have reached the age of majority in their country of residence if the age of majority is over 18).

You warrant that you have the right, authority, and capacity to accept and be bound by these Terms. You also warrant that your use of Carimmat will not violate any law or regulation of the country in which you reside. You are solely responsible for your compliance with all applicable laws and regulations.

You also warrant that you have not been convicted of, and are not subject to any court order for, assault, violence, sexual misconduct, or harassment.

What kind of content can I post on Carimmat?

You can post all kinds of things on Carimmat, including photos, messages, and other content ("Content").

However, there are some rules to respect. Therefore, when using Carimmat, you agree not to post or send any Content:

Contains profanity or is written in a way that could be considered offensive or likely to harass, upset, embarrass, worry or annoy others;

Obscene, pornographic or otherwise offensive to human dignity;

Abusive, insulting or threatening, promoting, displaying or encouraging violence, self-inflicted injury, suicide, or inciting racism, sexism, hatred or bigotry;

Encouraging any illegal activity, including, but not limited to, terrorism or incitement to racial hatred, or the publication of which constitutes a criminal offense;

Defamatory in nature;

Linked to commercial activities (including, but not limited to, sales, contests and advertising, and links to other sites or to premium rate telephone numbers);

Involving the transmission of unwanted or unsolicited mail (spam)

Impersonates a person, company or brand with the intent to deceive or confuse others;

Contains spyware, adware, viruses, corrupted files, worms, or other malicious code designed to interrupt, damage, or limit the functionality of any software, hardware, telecommunications, network, server, or other equipment, or contains Trojan horses or other material designed to damage, alter, intercept, or expropriate any data or personal information, whether belonging to Carimmat or a third party; and

By itself or through its publication, violates the rights of any third party (including, but not limited to, intellectual property rights and privacy rights); or

Depicts another person without that person's consent, knowledge, or opportunity to refuse such creation or distribution; or

That includes images of children, even if you appear in the photo yourself, or that endangers minors

We would appreciate it if you would use common sense when choosing the Content that you post and send to Carimmat, as you take full responsibility for it. If you repeatedly violate these rules, we may have to ban you from Carimmat, deactivate your account or prevent you from accessing Carimmat in the future. We may remove Content that you have posted on Carimmat if we determine that it violates our Terms, or if we are required to do so by law.

Are there any rules about personal data such as my email address?

You are not permitted to disclose any personal or banking information (such as names, postal addresses, phone numbers, e-mail addresses, URLs, debit/credit card or other banking information, and place of employment) on your profile page ("Profile"), whether it is your own or that of a third party. If you choose to disclose your personal information to other users, whether by e-mail or otherwise, you do so at your own risk. We encourage you to exercise the same caution you would in other circumstances when disclosing information about yourself to others online. We encourage you to review our Safety Tips.

Can I use other users' personal information?

You can only use the personal information of other Carimmat users for the purpose of making new friends.

Some of my friends want to see the people I am in contact with in the chat. Can I give them my password and let them log in to my account?

No, this is not allowed. Only you are allowed to access your Carimmat account. For security reasons, you should never share your password and let anyone else access your account. Your personal information and Content that you have posted on Carimmat could be compromised. You are responsible for your password and should keep it secret and secure. If you do not, Carimmat will not be liable for any unauthorized access to your account. If you believe that someone has gained access to your account, you should report it to us immediately by clicking on the following link Contact Carimmat. You should also immediately change your password. Carimmat reserves the right to terminate your account if you fail to comply with the password protection rules.

Who has access to the Content I post on Carimmat?

When you upload Content to Carimmat, all users can view it. Please be sure to review the Terms and Conditions of those social networks to ensure that you agree to them. We reserve the right, in our sole discretion, without notice or liability to you, to remove, edit, limit or block access to any Content you upload or post to Carimmat. We have no obligation to post the Content you submit to Carimmat, to verify its accuracy or truthfulness, or to monitor its use by you or other Carimmat users.

Anything else?

By using Carimmat, you agree to the Terms and Conditions. In return, we grant you a limited, personal, non-exclusive, non-transferable license to use and publish Content solely for your personal use. Other than this license, you have no other rights to use the Site, the Application or its Content and features. You may not modify, copy, reproduce, create derivative works from, reverse engineer, alter, enhance or exploit the Site or its Content in any way. If you breach these Terms, the above license will automatically terminate and you must immediately destroy any downloaded or printed Content.

2. Ownership of the Content

Do I still own the Content once I have posted it on Carimmat?

Yes, as long as you are the rightful owner of the Content (please read our rules regarding the publication of Content that does not belong to you).

By posting or sending Content to Carimmat, you represent and warrant that:

You are the author or sole owner of the Content, and in any case you waive all moral rights in the Content (including, but not limited to, all rights of identification as an author);

Have the appropriate authorization or license to use or publish the Content;

Have the consent or authority to use or publish the Content;

By posting Content on Carimmat, you warrant that you have the right to do so, and you automatically grant us a non-exclusive, royalty-free, perpetual, worldwide license to use such Content in any way (including, but not limited to, editing, copying, modifying, adapting, translation, reformatting, creation of derivative works, incorporation into other works, advertising, distribution, and any other form of public availability of such Content, whether in whole or in part and in any format or medium now existing or hereafter developed).

We are authorized to assign and/or sublicense the foregoing license to our affiliates and assigns without further approval from you.

We reserve the right to disclose your identity to any third party who claims that any Content posted or uploaded by you to our site or application violates their intellectual property rights, privacy rights, or any other laws.

Who owns the rest of the Content posted on Carimmat?

It belongs to Carimmat. All text, graphics, user interfaces, trademarks, logos, sounds and illustrations are owned, controlled or licensed by Carimmat, and are protected by copyright, trademark and other intellectual property laws.

Can I use any of the Content that I do not own?

You only have rights to the Content that you submit to Carimmat. You have no rights in the Content available on Carimmat and you agree not to use it in any way that would infringe the rights of any third party. Without limiting the foregoing, this means that you agree not to copy, modify, adapt, distribute, publish or sell any part of the Carimmat Site or its Content (other than Content posted by you).

3. Paid Services

What can I buy on Carimmat?

Carimmat offers a number of paid services on its site. Carimmat's premium services offer different ways to find and meet more people, customize your profile and contact more users. You can purchase all of these premium services after you sign up, and subscriptions of different lengths are available.

Once you have paid for any of the premium services, you have the right to cancel and receive a refund for any payment received within 48 hours. If you wish to cancel, please let us know via our contact page. If you download Content that is part of a paid service within the 48 hour period, you may lose that right. After 48 hours, any paid service is non-refundable.

You may disable automatic recharging at any time by going to your billing settings on your profile. Prices may vary depending on a number of factors, including (but not limited to) promotional offers, loyalty rewards, and possible promotions.

Paid services are not available in sanctioned countries.

How do I renew my premium services on Carimmat?

When you subscribe to a Carimmat premium service, you authorize Carimmat to bill you according to your chosen payment method. At any time, you can cancel or change your payment method, if you wish, by going to your "Billing Settings" on your profile or by contacting your mobile operator. If you have chosen to pay through your cell phone provider, please read their terms of payment. These terms of payment govern payments to Carimmat and how payments can be changed or cancelled. Your subscription to Carimmat's premium services is automatically renewed until you decide to stop it. In addition, if you have enabled the auto-recharge feature when purchasing credits, your account will be automatically recharged until you decide to deactivate this feature.

Can I transfer the services I purchased to another Carimmat user?

If you choose to participate in any of the games, premium services or a range of services designed to enhance your experience on Carimmat, you agree to use these services yourself and not to transfer them (either for free or for resale), nor to buy or sell such services from other Carimmat users. Carimmat reserves the right to cancel any paid services that you attempt to transfer or purchase from another user. Paid services will only be issued by Carimmat to the appropriate party.

Are my credits acquired for an indefinite period of time?

No, we reserve the right to delete your unused credits after 6 months. If you delete your account, or if your account is terminated by us for non-compliance with these Terms, your credits will be lost. If you receive free or promotional credits, we can remove them at any time. Credits are not redeemable for cash or monetary value unless we agree in writing.

For more information regarding payment terms, please see our Terms of Service on the reload page.

4. Access to the site and the application

Can you guarantee that Carimmat is operational at all times?

Unfortunately, we cannot guarantee it, because we sometimes have to perform maintenance on the site or the application. They can also be affected by a breakdown or circumstances beyond our control. Carimmat is provided "as is". No warranty is given as to the quality,

accuracy, functionality, availability or performance of Carimmat and we reserve the right to suspend, withdraw or modify the services provided without notice and without liability to you.

What about access from a cell phone?

If you wish to access Carimmat from your cell phone, you must make all necessary arrangements (including, but not limited to, paying your Internet service provider's and mobile service provider's fees and other charges associated with such access). We will not be responsible for any reduced functionality that may result from your access through existing or future mobile or other services.

By accessing Carimmat or agreeing to receive messages and notifications from Carimmat via your cell phone and/or other connected device, you agree that you may incur charges from your Internet service provider or mobile service provider. We will not be responsible for any such charges.

I'm not registered and I can't access some of the Content or features on the site or application. Why can't I do that?

Unregistered users are not able to access the information on Carimmat.

5. Termination of profile by us

My profile has disappeared and I can't log in. What happened?

Some users sometimes forget our Terms and Conditions and post Content that does not comply or is inconsistent with the purpose of the Carimmat site or application. If we believe that you are in this position, we reserve the right, at any time, at our discretion, without liability to you and without any obligation to give you notice or refund for unused services:

Suspend or terminate your registration (if any) and your right to access, use and/or publish Content on Carimmat, and

Use operational, technological, legal or other means to enforce our Terms and Conditions (including, without limitation, blocking specific IP addresses).

Where appropriate, we will attempt (but are under no obligation) to notify you if your access and/or your Carimmat profile should be or has been suspended or terminated. We will keep track of your non-compliance with our Terms in order to, if necessary, prevent you from attempting to use or access Carimmat and its features, so as to make Carimmat a pleasant platform for everyone.

6. Résiliation du profil par l'utilisateur

Comment puis-je me désinscrire de Carimmat?

À tout moment, vous pouvez résilier votre inscription en vous connectant à votre compte Carimmat, en allant dans le menu puis en cliquant sur « Supprimer mon profil ». Nous supprimons immédiatement après validation toutes les informations enregistrées dans nos bases de données.

7. Abuse and complaints

A user does not respect the Terms and Conditions of use of the site, what should I do?

You can report any abuse or complaints regarding Content posted on Carimmat by clicking on the Contact Carimmat link. You can also report a user from their profile by clicking on the "Report Abuse" link. You will be asked to specify the reason for the complaint and to provide us with any additional information you feel is relevant.

We will always do our best to resolve any problems you may encounter while using our service. However, if your complaint or dispute remains unresolved, you may qualify to use the European Commission's online dispute resolution platform available here.

8. Privacy Policy

Do you have any guidelines on what you can do with my personal data?

We process information in accordance with our Privacy Policy incorporated into these Terms of Use. Please read the terms of our Privacy Policy before using Carimmat. By using Carimmat, you agree to this processing and guarantee that all data you have provided is true, correct and accurate.

9. Links

Are the links on the site or application related to Carimmat?

Carimmat may contain hyperlinks to other websites, resources and shopping opportunities provided by third parties. These links are provided for informational purposes only. By clicking on these links, you will be redirected to external sites. These sites will have their own terms of use and privacy policies that may differ from ours. The posting of links to external sites does not imply that we endorse the information, websites or resources provided.

As we have no control over the content of these external sites and resources, we disclaim any responsibility for them, including, but not limited to, compliance with applicable laws and regulations.

10. Disclaimer of warranties and limitation of liability

I forgot the rules of conduct while using your site and a user is threatening to sue me. Will your lawyers defend me?

No. You are solely responsible for your actions on our site to other users, and for the consequences of those actions. We expressly disclaim any responsibility for your behavior or that of any other user of Carimmat, and for any Content posted by you or any other user.

A lawyer friend of mine told me that you cannot disclaim liability in all cases...

Nothing in the Terms and Conditions limits or excludes our liability:

death or personal injury resulting from our proven negligence; or

fraud or fraudulent misrepresentation; or

for any liability which cannot be excluded or limited by law.

To the extent permitted by law, Carimmat expressly excludes:

all representations, warranties and other conditions that may be implied by statute, common law or the rules of equity; and

any and all liability incurred by you arising out of your use of Carimmat, its services or these Terms, including, but not limited to, claims, costs, demands, damages, liabilities, losses or expenses of any kind and whether for direct, indirect, incidental, exemplary, special or punitive damages (including negligence), loss of use, loss of data loss caused by a computer or electronic virus, loss of revenue or profits, loss or damage to property, loss of management or employee time, breach of contract or third party claims, or other losses of any kind, even if Carimmat has been advised of the possibility of such damages or losses, caused, directly or indirectly, by the use of Carimmat. This limitation of liability applies to, but is not limited to, the transmission of viruses or systems that may infect your equipment, mechanical or electrical equipment or communication lines, telephone or other interconnection problems (such as inability to access your Internet service provider), unauthorized access, theft, personal injury (other than that caused by our negligence), property damage, operator error strikes or other personnel problems or any natural disaster in connection with Carimmat, including, but not limited to, any liability for loss of revenue, profits, contracts, business, anticipated savings, intangible property, data management or employee time, or any other loss or damage of any kind, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, and whether arising directly or indirectly from it.

Carimmat's entire liability to you in respect of losses arising out of or in connection with the Terms, whether in contract, tort (including negligence, breach of statutory duty or otherwise) shall in no circumstances exceed €20

In respect of the liability of Carimmat and the information contained?

Carimmat has taken reasonable steps to ensure the currency, availability, accuracy and completeness of the information contained on Carimmat, and provides this information on an "as is", "as available" basis. Carimmat makes no warranties or representations of any kind regarding the information contained on Carimmat, either expressed or implied. Your use of Carimmat and the materials available therein is at your own risk. Carimmat cannot be held responsible for any loss arising from the transmission or use of data or inaccurate content posted by users. You are responsible for taking all necessary precautions to ensure that any material obtained from Carimmat is free of viruses or other harmful components. You agree that Carimmat will not be provided uninterrupted or error-free, that defects may not be corrected, or that Carimmat, or the server that makes it available, is free of viruses or bugs, spyware, Trojan horses or similar malicious software. Carimmat is not responsible for any damage to your computer hardware, computer software or other equipment or technology, including, without limitation, damage caused by any breach of security or any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer or network failure or other technical malfunction. In the unlikely event that a defect is discovered within Carimmat, we will make every effort to correct the problem, free of charge, without material inconvenience to you, as soon as possible.

11. Compensation

I forgot the rules of conduct while using your site and a user is threatening to sue Carimmat. What should I do now?

If we are sued because of your use of Carimmat, we have the right to defend or settle the claim as we see fit. If requested, you will cooperate fully and reasonably in our defense of any such claim.

You agree to hold harmless and indemnify Carimmat and its officers, directors, employees, agents, representatives and licensors from and against any and all third party claims, damages (direct and/or indirect), actions, proceedings, demands, losses, liabilities costs and expenses (including reasonable attorneys' fees) incurred or suffered by the Company in connection with your access to and use of Carimmat, your uploading or posting of Content on Carimmat, and your conduct, if any, that does not comply with these Terms or any applicable law or regulation ("Claims"). Carimmat reserves the exclusive right to settle, compromise and negotiate financial consideration for any Claim or cause of action against Carimmat without your prior consent.

12. Miscellaneous

Other Standard Terms and Conditions of Use Clauses

The Terms, and any dispute or claim related to them (including non-contractual disputes and claims), are governed by English law. In the event of any discrepancy between the English version and the translated version of the Terms and Conditions, the English version shall prevail.

We reserve the right to modify or update these Terms at any time (a "Modification"). If we do so, the Changes will be posted on this page and we will indicate the effective date of the update at the bottom of these Terms. In some circumstances, we will send you an e-mail to notify you of Changes. You should check this page periodically to review any Changes.

If you do not agree with any Modification to these Terms, please discontinue use of Carimmat immediately. After any Change, your continued use of Carimmat will mean that you accept the Change and will be legally bound by the new Terms.

If for any reason any of the Terms are determined to be illegal, invalid or otherwise unenforceable by a court or jurisdiction of competent jurisdiction, they will be severed and the remaining Terms will remain in full force and effect, binding and enforceable.

These Terms constitute the entire agreement and understanding between us and you with respect to your use of Carimmat, and supersede all prior agreements, representations and understandings between us (whether oral or written). Nothing in this clause shall limit or exclude liability for fraudulent misrepresentation.

No failure or delay on our part in exercising any right, power or privilege under these Terms shall constitute a waiver of such right or acceptance of a variation of the Terms. Furthermore, the exercise in whole or in part by either party of any right, power or privilege shall not preclude the further exercise of such right or the exercise of any other right, power or privilege.

Nothing in these Terms confers or is intended to confer on any other third party any benefit or right to enforce any term of these Terms and the Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms.

Effective Date

The Terms and Conditions were last updated on 01 October 2021.