

General Terms and Conditions

Chapter 1 General

1. Definitions

In these General Terms and Conditions and its provisions the following terms have the following meaning:

- Account:** the identification that grants the Customer access to Services of the Provider;
- Contract:** the contract between the Customer and the Provider;
- Customer:** the natural or legal person, who provides the assignment for the Services;
- Distance Contract:** the contract concluded between the Provider and the Customer in the light of an organized system for remote Services without the simultaneous presence of the Provider and Customer, and where only one or more techniques are used for distance communication, up to and including the conclusion of the Contract;
- Durable Data Carrier:** any means that enables the Provider to store information addressed to it personally in a way that makes this information accessible for future for a period that is adapted to the purpose for which the information is intended, and that an unaltered representation of the stored information;
- Provider:** the Provider as determined in article 2 of these general terms and conditions;
- Service:** all Services provided by the Provider;
- Unambiguous Statement:** the statement of the Customer to the Provider that can only be interpreted in one way. In all cases, the statement shall contain:
 - name of the Customer;
 - (billing) address;
 - postal code;
 - city;
 - telephone number;
 - email address used for the subscription;
 - Contract to which the statement relates.

2. The Provider

Provider:

Based in:

Chamber of Commerce registration:

Email address:

Telephone number:

Website:

3. Applicability

- These general terms and conditions apply to every offer made by the Provider and to any Distance Contract concluded between the Provider and the Customer.
- The text of these general terms and conditions is made available to the Customer prior to conclusion of the Distance Contract. At the request of the Customer it will be indicated that the general terms and conditions will be sent free of charge as soon as possible before the Distance Contract is concluded if it is not reasonably possible to make the general terms and conditions available.
- Notwithstanding the previous paragraph and before the Distance Contract is concluded, in the event of electronic conclusion of the Distance Contract, the text of these general terms and conditions can be made available to the Customer electronically, in such a way that it is the Customer who can easily store them on a Durable Data Carrier. If this is not reasonably possible, they will be sent free of charge at the request of the Customer whether or not by electronic means, prior to conclusion of the Distance Contract.
- On the websites of the Provider, the latest version of the general terms and conditions can be consulted at all times.
- In the case that, in addition to these general terms and conditions, specific terms and conditions apply, the second and third paragraphs of this provision apply. In the event of conflicting general terms and conditions, the Customer may always invoke the applicable provision that is most favorable to him.

4. Changes in the General Terms and Conditions

- The Provider has the right to change these general terms and conditions, subscription specifications, including corresponding fees occasionally.
- Changes will only be binding on the Customer if the Provider has notified the Customer of the changes to the general terms and conditions, and 14 days after such notice has expired without the Customer notifying the Provider in writing that it does not agree to the changes.
- If the Customer does not agree with the changes, the Customer is entitled to terminate the Contract before the date the changes take effect and can do so by deleting the account and/or cancelling the paid subscription. Use of the Service after the date stated in the notification constitutes approval of the changed terms and conditions by the Customer.
- If one or more articles of these conditions are declared null and void by a court decision, the other provisions of these general terms and conditions will remain in full force, and the Provider and the Customer will consult in order to find new provisions to replace the invalid or nullified provisions, whereby as much as possible the purpose and intent of the void or voided provision is taken into Account.

Chapter 2 The Contract

5. Position of the Provider

- The Provider provides a platform that connects the Customer to a streaming platform provided by the Provider or a Providers external affiliated party.
- The Provider assumes no liability for the interpretation of information provided on the platform, especially content available on the platform such as movies, series, games or other content.

6. Offers and prices

- Offers from the Provider contain an accurate and complete description of the Services provided. The Providers offer is sufficiently detailed so that the Customer can make a proper assessment.
- The prices of the Services offered will not be increased during the period of validity stated in the offer, except for price fluctuations as a result of changes in VAT rates or obvious errors.
- The Provider is not bound by obvious errors in the offer, including obvious spelling errors. Expressly stated herein are errors in the offerings advertised elsewhere than on the Provider's website, wht the information on the Provider's website being taken as leading at all times. For example, there is an obvious error when the offer is of such a low amount that the Customer knew or should reasonably have known that it was an obvious error in the offer.
- If the Customer accepts the offer with an obvious typo or mistake, the Customer will be immediately informed by email of this obvious error. Furthermore, in this email the Customer is given a certain period in which the Customer is given the opportunity to accept the correct offer.

7. Payment

- Payment is possible through every payment method offered by the Provider.
- Fees are, if applicable, due monthly and must be paid in advance unless other payment terms have been agreed in the offer.
- Customer acknowledges that the Provider, or the external payment provider, is authorized to pre-charge the payment method associates with the Customers Account billing cycle for the fees applicable to the subscription and agrees thereto.
- The Provider may suspend access to the Service in the event that the Provider was unable to collect payment from the payment method associated with the Customers Account, until such failure has been remedied. Such suspension will be lifted as soon as possible after the fees have been paid in full. Actions on the part of the Customer may be required if notified. Suspension for non-payment may result in a change in the payment cycle date. Please take note of the information in the Customers Account, if a suspension has occurred.
- The fees owed by the Customer must be paid within 14 days after the date of the reflection period referred to in article 13 paragraph 1 of these general terms and conditions, unless parties agreed otherwise upon. This period starts after the Customer has received confirmation of the Contract.

8. Contract

- The Contract between the Customer and the Provider is concluded at the moment that the Customer has registered the Account with the Provider and meets the associated conditions, as determined in article 8 of these conditions. All this subject to the provisions of paragraph 4.
- If the Customer has accepted the offer electronically, the Provider will immediately confirm receipt of acceptance of the offer electronically.
- If the Contract is concluded electronically, the Provider will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the Customer is able to carry out an electronic transaction, the Provider will take appropriate security measures.
- If, after concluding the Contract, the Provider becomes aware of circumstances that give good grounds to suspect that the Customer is not fulfilling his payment obligation, the Provider can suspend his fulfillment of the Contract, dissolve the Contract or attach special conditions to the execution of the Contract.
- The Provider provides the following information to the Customer prior to the Service, in writing or in such a way that it can be stored by the Customer in an accessible manner on a Durable Data Carrier, with:
 - the conditions and the way in which the Customer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - the information about the warranty and existing Services after purchase or delivery;
 - the requirements to terminate the Contract if the Contract has a duration exceeding one year or indefinite period.

Chapter 3 Specific provisions

9. Registering for a subscription

- Customer must register with the Provider, by creating an Account, before the Customer can use the (paid) Services of the Provider.
- Only Customers who have at least reached the age of majority can register for a subscription.
- The data that the Provider collects when creating an Account is necessary for the performance of the Services.
- The Customer must provide the correct information requested by the Provider when registering. The Customer will inform the Provider in a timely manner, if the data necessary for the performance of the Services change.
- The Customer chooses a unique username and password after creating the Account, unless the Customer creates an Account with a login from an external third party. Passwords and usernames are personal and for your own use only.
- Various subscriptions can be offered by the Provider where the Customer can subscribe to if the Customer wants to make full use of the Provider's Services.
- Provider terms or subscriptions may vary, such as with respect to content available, subscription periods, associated billing cycles, and subscription fees. Applicable terms and conditions are as stated in the Providers (online) offer. In general, subscription billing cycles begin on the day the Provider grants the Customer access to the Service.
- The Provider may offer the Customer a free trial to experience the Service, which may be subject to specific terms and conditions. Upon the expiration of such free trial, the subscription billing cycle will begin automatically unless the Customer has previously cancelled the subscription unless otherwise noted.
- Subscriptions are entered into for an unlimited period, unless otherwise offered. If a subscription was offered for a limited period of time, the subscription is tacitly renewed each time for terms equal to the primary term. This is subject to and to the extent permitted by applicable law, and unless the Customer cancels the subscription before the time of renewal.
- The Provider allows a maximum of 5 end-use devices with internet access to access the Service at the same time, unless otherwise stated. Any restrictions that may apply to the chosen subscription will be listed in the Customers account.

10. Intellectual property

- Unless explicitly agreed otherwise, the Provider or our licensors will always retain the rights to all intellectual properties which arise as a result of the Services provided by the Provider.
- All intellectual property rights, as well as similar information protection rights, related to the Services provided by the Provider and received by the Customer, remain the Providers property. Unless explicitly agreed otherwise, nothing in the Contract concluded or to be concluded with the Customer, leads to the transfer of such rights.
- The Customer only obtains a non-exclusive and non-transferable right of use for the use of the results of the Services, unless the parties have expressly agreed otherwise. The Customer will with such use comply with the conditions laid down in the general terms and conditions or otherwise imposed on the Customer.
- The Customer is unauthorized to use the results of the Services other than for the purpose of using the items to which they relate.
- Unless the Provider explicitly written permission for this, the Customer is unauthorized to reproduce and/or pass on the results of the Services to third parties, or the data contained therein or otherwise known to him.
- The Provider may take technical measures to protect the Service and materials from unauthorized modification, use, duplication or publishing. If the Provider has implemented such measures, the Customer should not attempt to remove or avoid them.
- The Customer shall not remove or alter any copyrights, trademarks, trade names or other intellectual property rights to intellectual property tight of the Provider or its licensors.
- The Provider guarantees that it is authorized to grant the Customer the right to use the Services and indemnifies the Customer against any claims by third parties in this regard. This provision does not apply if and insofar as the results of the Services have changed and/or if these have been delivered in connection with deliveries from a third party, unless the Customer demonstrates in the latter case that the claims of third parties exclusively relate to the results of the Services.

11. Legal and regulatory compliance

- Customer will not perform any actions that are contrary to these terms, or that are contrary to laws or regulations.
- Customer only uses the platform for its intended purpose. Customer refrains from any action, that he knows could harm the co-Customer or the platform.
- The platform may be used for non-commercial use only. Customer is not authorized to access the Providers Services outside of the household of the Customer.

12. Technical malfunctions, change of content and force majeure

- For maintenance, adjustment or improvement of its systems, the Provider may for the shortest possible time take its systems offline. The Provider intends to take the systems offline only during periods when the Customer is least affected. The Provider is not liable for any damage suffered by the Customer as a result of the systems being taken offline.
- If telecommunication facilities are used in the maintenance and support or other Services on behalf of the Provider, parties are each responsible for the correct decision and timely availability on their side. The Provider shall not be liable for corruption, interception of data or loss or processing results during the transmission of data using telecommunication facilities.
- The Provider may make the necessary adjustments for the functionality or errors. The Customer will be informed accordingly to the extent possible, in the event that the Provider makes such adjustments. The Customer cannot waive the adjustments, if the adjustments apply to a group of Customers. The Provider is not liable for any damage caused by the Customer as a result of the adjustments to the systems.
- The Provider makes every effort to minimize the period of the shut down and the consequences of the adjustments for the Customer. Furthermore, the Provider intends to provide an indication for the time and nature of the shut down or adjustment.
- The Provider is entitled to change the nature and scope of the Service and the content of the platform from time to time, without prior notice to Customers. However, the Provider tries to inform the Customer where reasonably possible.
- If the Provider is unable to deliver due to force majeure, the Provider shall not be liable for any damages arising out of force majeure.
- Force majeure is in any case understood to mean: disruptions or failure of the internet, the telecommunications infrastructure, Synflood, network attack, DoS- or DDos- attacks, power failures, internal disturbances, mobilization, war, obstruction in transport, strike, lockout, business disruptions, delivery delay, fire, flood, import and export barriers, natural disasters and in the case that the Provider is unable to supply through its own suppliers for any reason.

Chapter 4 Cancellation, dissolution, indemnity and disputes

13. Right of withdrawal

- The Customer can cancel the distance purchase with a Service provision Contract without giving any reason, within a period of 14 days, calculated from the day that the Contract was concluded.
- The Customer exercises the right referred to in paragraph 1 by sending the completed model form to the Provider, by contacting the customer service or by making another Unambiguous Statement in this regard within the period specified in paragraph 1, subject to the provisions of article 1 under h of these terms and conditions. The model form can be found on the Providers website.
- If the Customer electronically submits a statement of termination either using the model form on the Providers website, by contacting the customer service or by making another Unambiguous Statement, the Provider will immediately acknowledge receipt of this statement by email.
- Failure to use the model form provided by the Provider on the website or contacting the Providers customer service is completely at the cost and risk of the Customer. If the Unambiguous Statement is not received by the Provider, the Customer must prove that it was sent.
- The Provider reserves the right not to process incomplete or incorrectly completed forms and statements.

14. Dissolution by the Customer

- After confirmation of the Contract by the Provider, the Customer may terminate the Contract at any time, without any ground. The termination takes effect at the end of the billing cycle that is then current or after one month from the day of cancellation, whichever is earlier. Cancellations of fixed-term subscriptions will be effective at the end of the last billing cycle of the applicable subscription period.
- The Customer terminates the Contract by providing the Provider with an Unambiguous Statement, preferably by using the model form on the website or contacting the Providers customer service, stating the date on which the termination enters.
- The day on which the Customer has terminated the Contract is the day on which the Unambiguous Statement has reached the Provider.
- The burden of proof for the correct and timely exercise of the right of termination rests with the Customer.

15. Dissolution or alteration by the Provider

- The Provider may terminate or adjust the Contract without any ground.
- The Provider does not accept any liability for any (further) damage as a result of the adjustment or termination. The Customer is solely liable for any further damage caused by the adjustment or termination.

16. Liability and indemnity

- The Provider is liable to the Customer for attributable shortcomings. Insofar as fulfillment is not already permanently impossible, this paragraph only applies to the statutory regulation of negligence on the part of the debtor.
- In the event of attributable shortcomings, the Provider is only liable for compensation for direct damage.
- The Provider cannot be held liable for indirect damages, such as:
 - consequential damage;
 - loss of profit;
 - immaterial damage of the Customer;
 - missed savings;
 - business interruptions;
- Any of the Providers liability is limited to the sum that is paid out in the specific situation under the liability insurance(s) taken out, increased by the sum of the deductible that is for the account of the Provider according to the policy requirements. If, for whatever reason, no payment is made under this insurance, any liability is limited to the fee paid for the performance of the Contract, with a maximum of 12 months.
- The Customer is responsible for the correct delivery of his personal data, such as name, address and other data necessary for the correct execution of the Contract. The Provider cannot be held liable for damage resulting from incorrect data provided by the Customer that is necessary for the proper performance of the Contract.
- The Provider cannot be held liable for damage resulting from the sharing or otherwise making available the Customers username and/or password. The storage of usernames and/or passwords on a Durable Data Carrier, or in any other way possible by the Customer is entirely at the expense of the Customer. Furthermore, the Provider cannot be held liable in any way for the unauthorized distribution of the Customers usernames and/or passwords, if Customer uses third-party support tools to store or remember the usernames and/or passwords.
- The current state of legislation at the time of concluding the Contract is always taken as the basis for compensation. The Provider cannot be held liable for damage as a result of changed legislation or change techniques after the conclusion of the Contract, unless the Provider should have been aware of the change at the time of the conclusion of the Contract.
- Unless this cannot be demanded of the Customer by circumstances, the Customer is obligated in consultation with the Provider, to give the Provider the opportunity, within a reasonable period of time of its attributable defects for which the Provider is liable, to repair the defects, or limit or eliminate the consequential damage, without prejudice to the Providers liability for damage as a result of the shortcomings.
- When determining the compensation in the event of exceeding his authority of represent, the extent to which the Customer benefits from the consequences of exceeding his authority, is taken into Account, in addition to the relevant facts and circumstances.
- A compensation based on the above rules does not apply insofar as this compensation is unacceptable in reasonableness and fairness in the relevant circumstances.

17. Complaints

- The Provider has a sufficiently well-known complaints procedure and handles the complaint conforming to this complaints procedure.
- Complaints about the implementation of the Contract must be submitted fully and clearly to the Provider within 14 days after the Customer has discovered the defects. Complaints can be submitted to the Provider by means of an Unambiguous Statement, with due observance of the provisions of Article 1 under h of these conditions.
- Complaints submitted to the Provider are answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Provider will answer within the period of 14 days with a notification of receipt, and an indication when the Customer can expect a more detailed answer.
- If the complaint cannot be settled by mutual consultation, a dispute arises that is subject to dispute settlement.

18. Disputes

- The Contracts between the Provider and the Customer to which these general terms and conditions apply, are controlled by the laws of the country of where the Provider is located. If you entered into the Contract as a consumer, the Contract does not affect your rights to rely on mandatory provisions of the law of the country where you live.
- Unless otherwise agreed between the parties or determined by mandatory law, every dispute between parties under this Contract will be submitted by the most careful party to the competent court of the district where the Provider is located.

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