

BEDFILES TERMS OF USE

Bedfiles offers a subscription service that allows our users to access adult content through devices compatible with internet access.

To have full access to our services, you must have an active Bedfiles account and have accepted these Terms of Use.

You can find information about the subscription plans offered on our website www.bedfiles.com.

Collectively, all information governing your relationship with the Company is referred to as the "Agreement."

The Company provides the Service subject to the terms and conditions set forth in the Agreement. If you do not accept the Agreement, you may not use the Service or access or consume any content provided through the Service.

The current version of the Terms of Use and Subscription Terms can be found on the Bedfiles website.

Further information can be found on the website www.bedfiles.com or through our customer service departments.

1. Age Limit and Account Eligibility

1.1.

To enter into this Agreement and set up an account or subscribe to a subscription plan with Bedfiles, you must:

be at least eighteen (18) years of age and have the legal capacity to enter into this Agreement under applicable law in the country where the Service is made available to you;

be a resident of the country where the Service is made available to you;

provide accurate personal information when requested;

provide a valid payment method;

agree to comply with the Agreement.

2. Service

2.1.

Bedfiles provides a personalized digital subscription service through which you may stream and/or temporarily download (for offline reading and listening only, cached within the application) the Content through a compatible device with internet access. The Service is accessed through the website www.bedfiles.com and may only be used for your personal, non-commercial use in accordance with the Agreement.

2.2.

The Company reserves the right to modify, at any time, the technical requirements for using the Service and to change, add, or remove business partners and payment methods. Such modifications and changes will be posted on the website www.bedfiles.com.

3. Subscription Plans

3.1.

Bedfiles offers several subscription plans, as amended from time to time. You can find information about the subscription plans currently offered by Bedfiles on the website www.bedfiles.com.

3.2.

The Service provided to you will depend on the type of subscription plan to which you have subscribed.

3.3.

The Company reserves the right, at its sole discretion, to eliminate existing subscription plans or to change any of their features or functionality. When such changes adversely affect an existing subscription in a more than limited way, you will be informed and have the opportunity to cancel your subscription; see Section 8 and its Subscription Terms.

4. Prices and Payments

4.1.

Prices are displayed on the website www.bedfiles.com and will be clearly communicated to you when you sign up for a Subscription. Prices may vary depending on the type of subscription plan and/or payment method used. If prices change, the Company will communicate this on the website www.bedfiles.com in connection with general pricing information. Prices do not include any data communication costs or fees that your internet service provider or telecommunications provider may charge under your contract with that service provider.

4.2.

The Company may make changes to the price of the Service by giving you at least 30 days' written notice. Such notice will always give you sufficient time to cancel your subscription before the new price goes into effect. Failure to cancel your subscription means that you accept the new price for the Service. Price changes may be based on various factors, such as improvements to the Service, increased costs, or changes in compensation to rights holders.

4.3.

Subscriptions are payable in advance (or as agreed upon) until the subscription is canceled. The Company does not provide partial or full refunds or credits once the subscription begins, unless otherwise specified in the Agreement.

4.4.

Regarding credit cards, their acceptance is at the discretion of our billing and subscription management service provider.

5. Intellectual Property Rights

5.1.

The Service and the Content are the property of the Company and are protected by copyright. All trademarks, service marks, trade names, trade dress, domain names, patents, inventions, trade secrets, copyrights, database rights, and all other intellectual or industrial property rights (including know-how) in the Service or the Content are owned by the Company or our authors, or any affiliated company of the Company. No element of the Service or the Content may be used or exploited in any way other than as part of the Service offered to you and to the extent expressly permitted under the Agreement. We do not transfer to you any title or rights (including intellectual property rights) to the Service or any part thereof, nor do we transfer any such title or rights to the Content or any part

thereof. Furthermore, nothing shall be construed as granting by the Company, by implication or otherwise, any license or right to use any trademark displayed on or within the Service or the Content.

6. Content

6.1.

The Content of the Service is constantly evolving and is updated periodically, for example, to improve the Service or to comply with legal requirements, intellectual property rights, rights holder requests, or our internal content policies. This means that the Content offered to you through the Service may vary from time to time among the different countries and regions in which the Service is available, and that the Content may be changed, removed, or updated without prior notice. The Content may also vary depending on your location at the time you access the Service.

6.2.

You acknowledge, warrant, and agree to ensure that you, and/or any person you allow access to the Service through your account, will not copy, reproduce, duplicate, modify, adapt, create derivative works from, display, publish, distribute, broadcast, retransmit, transmit, sell, rent, lease, loan, sublicense, circulate, or otherwise exploit for any purpose (commercial or otherwise) any material, content, and/or part or all of the Service (including, without limitation, listening to and distributing the content, the Service, and/or any other material through a third-party website or otherwise).

6.3.

You also acknowledge, warrant, and agree to ensure that you and/or any person you allow access to the Service through your account will at all times comply with the Agreement and specifically: 1) will not redistribute, circumvent, or disable any content protection system or digital rights management technology used in the Service; 2) you will not decompile, reverse engineer, disassemble, or otherwise reduce any Service to a human-readable form; 3) you will not remove any identification, copyright, or other proprietary notices; nor will you 4) access or use the Service in any unlawful or unauthorized manner or in a manner that suggests an association with our products, services, or brands.

6.4.

Use of the Services and/or Content in violation of this Section 6 will always be deemed a material breach of this Agreement and may give rise to copyright infringement claims.

7. Third-Party Content and Links

7.1.

The Company is not responsible for, and does not guarantee the quality or safety of, any hyperlinks or other third-party generated elements accessible from the Service, our website, and/or any forum provided by the Company, whether within or outside of the Service.

8. Term and Termination

8.1.

The Company may, from time to time, at its sole discretion, offer customers the option to discontinue their current subscription.

8.2.

If you terminate your subscription, it will expire at the end of your current subscription period.

8.3.

The Company may terminate this Agreement with immediate effect at any time if you breach this Agreement or any applicable law, rule, or regulation, or if you use the Service in any other manner that is fraudulent or may cause harm to the Company, its affiliates, or any third party.

8.4.

Termination will not affect the parties' rights or obligations under Section 5 ("Intellectual Property Rights"), Section 10.7 (User-Generated Content), or other terms of this Agreement, which by their nature remain in effect even after termination of this Agreement. Upon expiration or termination of this Agreement, for any reason, all licenses will automatically cease to apply and will be transferred to the Company without further action.

9. Company Rights and Responsibilities

9.1.

The Company may contact you from time to time. All communications between the Company and you will be conducted in accordance with the Company's Privacy Policy.

9.2.

Our goal is to make the Service available 24 hours a day, seven days a week. However, the Company does not guarantee that the Service will never be error-free or uninterrupted. If any failures or interruptions affect the Service, the Company will have the opportunity to correct them without breaching the Agreement. The Company also has the right, within reason, to shut down the Service, for example, when necessary to perform updates and maintenance.

9.3.

The Company has the right, in whole or in part, to transfer its rights and obligations under the Agreement to third parties. The Company also has the right to engage subcontractors to carry out its obligations under the Agreement. Any such changes that may affect the processing of your personal data will be managed in accordance with the Company's Privacy Policy.

9.4.

The Company may, at its sole discretion, make changes to the Agreement. When the Company makes material changes to the Agreement that negatively affect the Service or your subscription, you will be notified, for example, by sending you an email, text message, or notification through the Service. The Company will send such communication at least thirty (30) days before the changes take effect, allowing you to cancel your subscription before the changes if you wish. Your continued use of the Service will constitute acceptance of the changes. Therefore, it is important that you carefully read any notices or messages from us. If you wish to terminate your Subscription due to such updates or changes to the Agreement, you may do so by following the instructions in Section 8 and your Subscription Terms.

10. Your Rights and Responsibilities

10.1.

You may only use the Service for your personal, non-commercial use in accordance with the terms of the Agreement. By way of example, you may not play our audios for an audience or in a public place, and you may not, in any way, make the Service and/or Content available and/or accessible to anyone else, either physically or digitally.

10.2.

You are responsible for maintaining exclusive control over your account and preventing unauthorized access to the Service. You also agree to comply with any password security requirements and not to disclose your password or any other personal information associated with your account to anyone while you are subscribed to the Service. If another person is granted access to the Service in accordance with these Terms of Use, you must ensure that those accessing/using the Services comply with the terms of this Agreement in all respects and will be responsible for any breach by such person of the terms of this Agreement.

10.3.

It is your responsibility to inform the Company of any changes to the information you provided upon registration and/or purchase, particularly the email address with which you created your account.

10.4.

You are responsible for all user-generated content (e.g., reviews and profile picture) that you create and share on the Service or on any service-related platforms (e.g., social media channels) ("User-Generated Content"). You are also responsible for ensuring that you own all rights (including all intellectual property rights) to your content and that such User-Generated Content complies with the terms of this Agreement. You may not share any content that is (or is at risk of being) considered unlawful, insulting, offensive, harassing, obscene, defamatory, discriminatory, a violation of privacy, or that infringes any third-party rights. You acknowledge and agree that the Company has the right to monitor, review, remove, or disable access to any content at any time and at the Company's sole discretion. We ask that you keep our service and communication channels as respectful and relevant as possible.

10.5.

You hereby grant the Company a perpetual, worldwide, royalty-free, non-exclusive, irrevocable, transferable, and sublicensable right, without restriction, to use, including but not limited to, hosting, reproducing, modifying, distributing, displaying, and otherwise making available to the public any and all of your User-Generated Content in any existing or future media for commercial or other purposes, including, but not limited to, marketing purposes of the Company, the Service, the Content, and/or its licensors and/or business partners.

10.6.

You do not have the right to transfer your rights and obligations under the Agreement unless you have obtained the Company's written consent to do so.

10.7.

You must not use the Service in any way that causes, or is likely to cause, interruption, damage, or impairment of the Service in any way, nor use the Service or your device for any unlawful or fraudulent purposes.

10.8.

You acknowledge that the Service includes Content that is not appropriate or suitable for minors. Therefore, you agree, regardless of whether or not you have chosen to use a content filter, not to allow minors to access the Service.

11. Provision of the Service

11.1.

The Service is made available to you under this Agreement by the Company:

Digital Gate Programming Services, S.L.
Rioja 13, 1ºC. 41001, Sevilla (España)

12. Contact Information

12.1.

You can contact us through the following channels:

Email address: support@bedfiles.com

13. Applicable Law and Dispute Resolution

13.1.

The Agreement shall be governed by and construed in accordance with the laws of Spain, excluding its conflict of laws principles, without prejudice to any laws that may be applicable in accordance with the rules and principles of private international law applicable to contracts entered into with consumers. However, the Agreement will not limit any consumer protection rights to which you may be entitled under the mandatory laws of your country of residence if they conflict with the foregoing.

13.2.

If you are dissatisfied with the Service, the content available through it, or the Agreement, your sole and exclusive remedy is to discontinue the Service. The Company will not be liable for any indirect damages, and you agree that any liability on behalf of the Company will in all cases be limited to the amount you have paid to the Company during the twelve months prior to your claim. The Company is not liable for any interruption in your Internet access.

13.3.

In the event of a dispute between you and the Company that cannot be resolved between the parties, the dispute may be referred to qualified ADR entities established in Spain, nationally accredited as such, and listed by the Spanish Consumer Agency. Otherwise, the dispute may be resolved in the courts of Seville, Spain.