

Terms and Conditions

1. The Company

Company: Aldeire Solutions Ltd

Based in: Markou Drakou 1 Psevdas

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Cyprus

Chamber of Commerce registration: HE 418072

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Website: <https://www.alltainment.com>

Chapter 1 General provisions

2. Definitions

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

- Account: the identification granting the User access to Services of the Company;
- Agreement: the agreement between the User and the Company;
- Company: the company as determined in article 1 of these general terms and conditions;
- Distance Contract: the contract concluded between the Company and the User in the light of an organized system for distance Services without simultaneous presence of the Company and User, and where only one or more techniques for distance communication are used, up to and including the conclusion of the agreement.
- Durable Data Carrier: any means which enables the Company to personally store information addressed to it in a way that makes this information accessible for future use during a period that is adjusted to the purpose for which the information is intended, and which enables an unaltered representation of the stored information;
- Service: all activities provided by the Company;
- Unambiguous Statement: the statement of the User to the Company which can be interpreted in only one way. In all cases, the statement contains :
 - name of the User;
 - (billing) address;
 - postal code;
 - city;
 - telephone number;
 - email address used for the subscription;
 - agreement to which the statement relates.
- User: the natural or legal person, who provides the assignment for the Services.

3. Applicability

- These general terms and conditions apply to every offer made by the Company and to every Distance Contract concluded between the Company and the User.
- Prior to conclusion of the Distance Contract, the text of these general terms and conditions will be made available to the User. If this is not reasonably possible, before the Distance Contract is concluded, it will be indicated that the general conditions and terms will be sent as soon as possible, free of charge, upon request of the User.
- In the event of electronic conclusion of the Distance Contract, deviating from the previous paragraph and before the Distance Contract is concluded, the text of these general terms and conditions can be made electronically available to the User, in such a way that the User can easily store them on a Durable Data Carrier. If this is not reasonably possible, prior to conclusion of the Distance Contract, it will be indicated where the general terms and conditions will be sent free of charge upon request of the User by electronic means or otherwise.
- The latest version of the general terms and conditions can at all times be viewed on the websites of the Company.
- In the event that specific Service conditions apply in addition to these general terms and conditions, the second and third paragraphs of the corresponding application and the User may always rely on the applicable provision that is most favorable for him, in case of conflicting general terms and conditions.

Chapter 2 The agreement

4. Position of the Company

- The Company provides a platform that connects the User with a streaming platform provided by the Company or by a third party affiliated with the Company .
- No liability will be assumed by the Company for interpreting information provided on the platform, in particular content available on the platform such as movies, series, games and other content.

5. Offers and prices

- Offers of the Company contain a complete and accurate description of the Services provided. The description is sufficiently detailed to allow a good assessment of the offer by the User.
- During the period of validity indicated in the offer, the prices of the Services offered are not increased, subject to price fluctuations due to changes in VAT rates or apparent errors.
- Apparent errors in the offer, including apparent clerical errors, do not bind the Company. Expressly mentioned herein are errors in the offer advertised elsewhere than on the website of the Company, where the information on the site of the Company is considered guiding at all times. An apparent error is for instance when the offer is of such a low amount that the User knew or reasonably should have known that it was an apparent clerical error in the offer.
- In case that the user accepts the offer with an apparent clerical error or apparent error, the User will be immediately informed about this apparent error by email. Furthermore, in this email the customer will be given a certain period in which the User is offered the opportunity to accept the correct offer.

6. Payment

- Payment is possible through the payment methods offered by the Company.
- Fees, if applicable, are due every month and must be paid in advance unless other payment terms have been agreed in the offer.
- User acknowledges and agrees that the Company, or the third-party payment provider, is authorized to charge the payment method associates with the Account billing cycle of the User in advance for the fees that apply to the subscription.
- The Company may suspend access to the Service in case the Company was not able to collect payment from the payment method associated with the Account of the User, until such default has been remedied. Any such suspension will be lifted as soon as possible after the fees are paid in full. Actions from Users side may be required then if so notified. Suspension due to lack of payment may result in a change of the billing cycle date. Please take note of the information provided in the Account of the User, if suspension has occurred.
- Unless otherwise agreed upon, the fees payable by the User must be paid within 14 days after the date of the reflection period referred to in article 13 paragraph 1 of these conditions. This period shall commence after the User has received the confirmation of the agreement.

7. Agreement

- The agreement is, subject to the provisions made in paragraph 4, concluded when the Account is registered by the User at the Company and meets the associated conditions, as determined in article 8 of these conditions.
- If the User accepts the offer via electronic means, the Company will immediately confirm receipt of the acceptance of the offer via electronic means.
- If the agreement is established through electronic means, the Company takes appropriate technical and organizational measures to secure the electronic data transfer and will ensure a secure web environment. If the User is able to make an electronic transaction, the Company undertakes appropriate safety measures.
- In case the Company, after conclusion of the agreement, comes to knowledge about circumstances which suggests good ground to suspect the User not fulfilling his obligation to pay, the Company may suspend his fulfillment of the agreement, dissolve the agreement or attach special conditions to the implementation of the agreement.
- The Company provides the User together with the Service the following information, in writing or in such a manner that this can be stored in an accessible way by the User on a Durable Data Carrier, with:
 - the conditions and the manner in which the User can make use of the right of withdrawal, or a clear notification regarding the exclusion of the right of withdrawal;
 - the information about the warranty and existing Services after purchase or delivery;
 - the requirements to cancel the agreement in case the agreement has a duration of longer than one year or indefinite period.

Chapter 3 Specific provisions

8. Registering for a subscription

- User is obliged to register at the Company, by means of creating an Account, before being able to use the (paid) Services of the Company.
- Registration for a subscription is only possible for Users who have reached at least the age of majority.
- The information collected by the Company when creating an Account is necessary for the performance of the Services.
- Upon registration, the User is obliged to provide the correct, by the Company requested information. If data that are necessary for the performance of the Services change, the User informs the Company promptly.
- After creating the Account, the User selects a unique Username and password, unless the User creates an Account by using a third-party login. Passwords and Usernames are personal and should not be shared with others.
- The Company may offer a variety of subscription plans the User may register for if the User would like to make full use of the Services.
- Terms or subscription plans of the Company may vary, such as in respect of the available content, the subscription period, associated billing cycle as well as the subscription fees. Applicable terms are as mentioned in the (online) offer of the Company. In general, billing cycles for subscriptions start on the day the Company provided the User with access to the Service.
- The Company may offer the User a free trial to experience the Service, to which specific terms may apply. After expiry of such free trial period, the subscription billing cycle will automatically commence unless the User has cancelled the subscription prior to this moment unless mentioned otherwise.
- Subscriptions are concluded for an indefinite period of time, unless offered otherwise. If a fixed period subscription was offered, such subscription will be tacitly renewed with successive terms equal to the initial term, insofar allowed and in accordance with applicable law, and unless the User cancels the subscription prior to the moment of renewal.
- The Company allows a maximum of 5 internet-enabled end-use devices to access the Service at the same time, unless offered otherwise. Any limitations that may apply to the chosen subscription plan are mentioned in the account of the User.

9. Intellectual property

- The Company or the Company's licensors will at all times retain the rights to all Intellectual properties which arise as a result of the Services provided by the Company, unless explicitly agreed otherwise.

- All rights to intellectual property, as well as similar rights to information protection, which relate to the by the Company provided and by the User received Services, will remain property of the Company. Nothing in the agreement concluded or to be concluded with the User will lead to the transfer of such rights, unless explicitly agreed otherwise.

- The User incurs only, unless parties explicitly agreed otherwise, a non-exclusive and non-transferable right of use for the use of the results of the Services. With such use the User will comply to the conditions, set out in the general terms and conditions or otherwise imposed to the User.

- The User is not entitled to use the results of the Services other than for the benefit of the use of the goods to which they relate.

- The User is not entitled to multiply and/or disclose the products and results of the Services to third parties, or the information contained therein or otherwise known to him/her, unless the Company explicitly authorizes this in writing.

- The company may implement technical measures to protect the Service and materials from unauthorized changes, use, reproduction or publication. If the Company has implemented such measures, the User may not attempt to remove or circumvent them.

- The User will not delete or alter indications of the Company or her licensors regarding copyrights, trademarks, trade names or other rights to intellectual property.

- The Company guarantees that they are entitled to grant the right of use to the User and indemnifies the User against any claims by third parties in this respect. This provision does not apply if and insofar as the results of the Services have been altered and/or if these have been delivered in conjunction with supplies of a third party, unless the User demonstrates in the latter case that the claims of third parties exclusively relate to the results of the Services.

10. Legal and regulatory compliance

- User shall not perform any acts that are contrary to this terms, or that conflict with legislation or regulations.

- User shall only use the platform for which it is intended. User shall refrain from any act, of which they know that the platform, or the co-User can cause damage.

- The platform can be used for non-commercial use only. User is not allowed to provide access to the Company's Services outside of Users household.

11. Technical malfunctions, change of content and force majeure

- The Company can, for maintenance, adjustment or improvement of its systems, temporarily take its systems offline. The Company intends to only take the systems offline during periods in which the User is least affected. The Company is not liable for any damage of the User as a result of taking the systems offline.

- If telecommunication facilities are used during the maintenance and support or other Services provided by or on behalf of the Company, parties are each responsible for the right decision and timely availability at their side. The Company is not liable for mutilation, data interception or loss or processing results during the transfer of data with the help of telecommunication facilities.

- The Company can make the necessary adaptations for the purpose of the functionality or errors. In case the Company makes such adaptations, the User will be informed accordingly to the extent possible. The User cannot refrain from the adaptations, in case the adaptations are applicable to a group of Users. The Company is not liable for any damage caused by the User as a result of the adaptations to the systems.

- The Company exerts its best efforts to minimize the period of decommissioning and the consequences of the adaptation for the User. In addition, the Company intends to give an indication for the duration and nature of the decommissioning or adaptation.

- The Company reserves the right to change the nature and scope of the Service and the content library from time to time, without prior notice to Users being required. However, the Company aims to inform the User where reasonably possible.

- In case the Company is not able to deliver as a result of force majeure, the Company is not liable for any damages that stem from force majeure.

- Force majeure is in any case understood as: breakdowns or failure of the internet, the telecommunication infrastructure, deflood, network attack, DoS- or DDos-attacks, power failures, internal civil commotion, mobilization, war, obstruction in transport, strike, lockout, business disruptions, delay in supply, fire, flood, import and export impediments, natural disasters and in the event that the Company is not able to deliver by means of its own suppliers, irrespective of the reason.

Chapter 4 Cancellation, dissolution, indemnity and disputes

12. Right of withdrawal

- The User may cancel the remote purchase with a Service provision agreement without specification of reason, within a period of 14 days, after the day that the agreement is concluded.
- The User exercises the right referred to in paragraph 1 by sending the completed model form to the Company, by contacting the customer Service or by making another Unambiguous Statement to that affect within the period set in paragraph 1, with consideration of the provisions in article 1 section h of these terms and conditions. The model form can be found on the website of the Company.
- If the User submits a statement to cancel electronically through the model form on the website of the Company or by contacting the customer Service, the Company will immediately confirm the receipt of this statement per email.
- If the User makes an Unambiguous Statement to the Company, without using the model form on the website, the Company will confirm the receipt of this statement per email.
- Not using the model form made available on the website by the Company or contacting the customer Service of the Company is entirely at the expense and risk of the User. If the Unambiguous Statement has not been received by the Company, the User must prove that this has been sent.
- The Company reserves the right not to process incomplete or incorrectly completed forms and statements.

13. Dissolution by the User

- After confirmation of the Agreement by the Company, the User can dissolve the Agreement without any ground, at any time. The dissolution will take effect at the end of the then current billing cycle or after one month from the day of cancellation, whichever moment comes earlier. Dissolutions of subscriptions that are concluded for a fixed time will take effect at the end of the last billing cycle of the applicable subscription period.
- The User dissolves the Agreement by giving the Company an Unambiguous Statement to that effect, preferable by using the model form through the website or contacting the customer Service of the Company, stating the date on which the dissolution occurs.
- The day on which the User has dissolved the Agreement will be the day on which the Unambiguous Statement reached the Company.
- The burden of proof lies with the User for the correct and timely exercise of the right of dissolution.

14. Dissolution or alteration by the Company

- The Company can dissolve or alter the agreement without any ground.

- The Company is not liable for any (further) damage. Only the User is liable for any further damage caused by the dissolution or alteration.

15. Liability and indemnity

- The Company is liable towards the User for accountable deficiencies. Insofar compliance is not already permanently impossible, this paragraph will only be applicable in respect to the legal regulation of neglect by the debtor.

- The Company is, in case of accountable deficiencies, liable for compensation of direct damage.

- Company cannot be held liable for indirect damages, such as:

- consequential damage;
- loss of profit;
- immaterial damage of the User;
- missed savings;
- business interruptions;

- Every liability of the Company is limited to the amount that will be paid in the specific situation arising from the concluded liability insurance(s), increased with the amount of the deductible excess which shall be borne by the Company in accordance with the policy conditions. If, for any reason whatsoever, no sum is paid out pursuant to this insurance, any liability shall be limited to the fee which is paid for the execution of the Agreement, with a maximum of 12 months.

- The User is responsible for the correct delivery of his personal information, such as name, address details and other information required for the correct execution of the agreement. The Company cannot be held responsible for damage resulting from incorrect information provided by the User that is required for the proper execution of the agreement.

- The Company cannot be held liable for damage resulting from the sharing or making available otherwise of the Username and/or password of the User. Storing Usernames and/or passwords on a Durable Data Carrier, or in any other way by the User will be borne entirely by the User. Furthermore, the Company cannot be held liable in any way for the unauthorized distribution of Usernames and/or passwords of the User, in case User makes use of third party support programs to store or remember the Usernames and/or passwords.

- As a starting point for indemnity, the status of the legislation will always be taken at the time of the conclusion of the agreement. The Company cannot be held liable for damage resulting from changed legislation or changed techniques after the conclusion of the agreement, unless the Company should have known about the change at the time of the agreement.

- The User is obliged, unless this cannot be required of them due to circumstances, in good or eliminate the consequential damage, without prejudice to the Company's liability for damage as a result of the deficiencies.

- In the determination of the compensation in case of exceeding its authority of representation, in addition to the other relevant facts and circumstances, the extent to which the User benefits from the consequences of exceeding its authority is taken into Account.

- A compensation based on the above rules does not apply insofar as this compensation is unacceptable in the circumstances, by reason of reasonableness and fairness.

16. Complaints

- The Company has an adequately known complaints procedure and handles the complaint in accordance with this complaints procedure.
- Complaints about the execution of the agreement must be submitted to the Company within 14 days, fully and clearly described, after the User has noted the deficiencies. Complaints can be referred to the Company by means of an Unambiguous Statement, with respect to the provisions in article 1 under g of these conditions.
- Complaints submitted to the Company are answered within a period of 14 days from the date of receipt. If in a complaint is required a foreseeable longer processing time, the Company will respond within the period of 14 days with an acknowledgement of receipt, and an indication when the User can expect a more elaborate reply.
- If the complaint cannot be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.

17. Alterations in the General Terms and Conditions

- The Company has the authority to alter these general terms and conditions, subscription plan specifics, including associated prices from time to time.
- Alterations will only be binding for the User if the Company has informed the User of the alterations to the general terms and conditions, and fourteen days after such notification have passed without the User giving the Company notice in writing not to agree with the alterations.
- In case the User is not willing to agree to the changes, the User is authorized to terminate the agreement prior to the date the changes shall take effect and may do so by deleting the account and/or cancelling the paid subscription. Use of the Service after the date mentioned in the notification shall constitute the acceptance of the amended terms and conditions by the User.

18. Disputes

- The agreements between the Company and the User to which these general terms and conditions apply, are governed by the laws of the country of where the Company has registered office. In case the User entered into the agreement in the capacity of a consumer, the agreement shall not affect the Users rights to rely on mandatory provisions of the law of the country in which User is resident.
- Any disputes between parties arising from this agreement shall, if not otherwise agreed between the parties or unless provided otherwise by mandatory law, be submitted by the most diligent party to a competent court of the district where the Company has its registered office.
- If by judicial decision one or more articles of these conditions are declared invalid, other provisions of these general terms and conditions will remain in full force, and Company and User will enter into consultation in order to agree on new provisions to replace the void or nullified provisions, in which the purpose and intent of the void or voided provision are taken into Account as much as possible.