

Business Terms and Conditions

Dekor Plus Kerzenhandel, s.r.o.
registered office at Dvořákova 222/32, Olomouc
ID: 26845351
(hereinafter referred to as "DPK")

Introductory Provision

Business Terms and Conditions (hereinafter referred to as "GTC") of Dekor Plus Kerzenhandel, s.r.o., registered office at Dvořákova 222/32, Olomouc, ID: 26845351, (hereinafter referred to as "DPK"), as the operator of the website www.onlygay.tv, regulate mutual rights and obligations of the parties to legal relationship and form an integral part of the legal relationships into which the company DPK enters, in particular contractual obligation relationships, provided that these Business Terms and Conditions are accepted by the contracting party.

Acceptance of the Business Terms and Conditions (BTC) is considered not only assent to the explicit confirmation of the Business Terms and Conditions on the website of the operator www.onlygay.tv (hereinafter referred to as the "website"), but also any other use of DPK services. By accepting the BTC, the user agrees to these BTC and undertakes to comply with the rules stated therein.

If the user does not agree with these BTC, he is not entitled to use the services provided by the operator. Different or additional user conditions cannot be applied to relationships according to the first paragraph of the Introductory Provisions of these Business Terms and Conditions.

Relationships not regulated by these BTC are governed by the Act. No. 89/2012 Coll., Civil Code.

The nature of the services provided

The services offered by the operator on its website www.onlygay.tv consist of making available and distributing movies/videos/photos of an erotic or pornographic nature for a fee, they are mainly oriented towards the display of nudity, erotica, sex and the presentation of sexual content (hereinafter also referred to as "material"), all exclusively in accordance with legal regulations.

Based on these BTC, the website operator acts as a provider on the one hand and a user on the other.

The subject of performance is the provision of services of the above-specified nature, divided into basic sections (and then into thematic subsections, including the so-called "free section"), through which the operator will make available and disseminate material of various formats and lengths.

The use of website functionalities is always governed by the provider's current offer, all in connection with the type of service, product or registration offered on the operator's website.

Access to websites

By entering the website, the user confirms that

- he/she is over 18 years old
- he/she is aware and understands the nature of the services, i.e. the fact that the services offered by the operator on the website www.onlygay.tv are oriented towards the display of nudity, erotica, sex and the presentation of materials with sexual content
- enters the operator's website voluntarily in order to use the website exclusively for his personal use and private purposes
- the user will not make materials available to persons under the age of 18
- the materials do not take offense or do not get the user offended

As part of the operator's services and in compliance with all the Personal Data Protection and Processing Principles established by him, which are published on www.onlygay.tv and in accordance with these Business Terms and Conditions and all legal regulations affecting the activity in question, the user has access options such as:

- "unregistered visitor", to the so-called "free section" without the possibility of entering other web sections,
- "registered visitor" - a user who, by paying the selected fee, gets the possibility of access for a limited time, in particular to the sections of the website chosen by him, with the possibility of playing/downloading films/videos/photos in individual sections and inserting his own photos/videos, provided that all other conditions, contained in these BTC,
- "model" – a registered user who will be able to upload and distribute photos/videos in which he appears either alone or with third parties, if he has the appropriate consents for such dissemination (so-called amateur video),
- "porn production" - a registered user who is the originator of the material, or a person who, in his own name, exercises the relevant property rights authorizing him to distribute the material to third parties,
- "porn distribution" - a registered user who has contractually secured the rights to make material available via the Internet with the owner of property copyrights (porn producer)

The operator is entitled to reserve the provision of other types of services and website functionalities for individual categories of registered users.

Community functions are also available to registered users, such as personal content settings, privacy settings, the ability to comment on other profiles, the ability to chat with other registered users, filtering according to predetermined filters, etc. All this according to the provider's current offer.

Registration

As part of the voluntary registration for some services offered by the operator on the website, users may be asked, in accordance with the purpose and type of specific registration, to provide absolutely necessary data and copies of certain documents or fill in a sworn declaration, in accordance with the Principles of Protection and processing of personal

data of the operator. In cases where the operator must be sure of the user's identity, he can request proof of this, just as he can request proof of rights regarding the authorization to place material on the operator's website.

In some cases, documents are also required proving that third parties (if they appear in any way in the material placed on the website) meet at least the conditions of being of legal age, voluntary participation and consent to the presentation on the website.

The user is obliged to provide up-to-date and true data. If the data is suspected to be false, the operator has the right to block or cancel the user's account.

The user is entitled to delete his user account at any time without giving a reason.

Contributions

As part of the operator's services, the user can contribute by inserting his own material in the form of amateur videos/photos (hereinafter referred to as "contributions").

The user himself determines which contribution can be published on the operator's website.

The user is entitled to delete contributions at any time without giving a reason.

The User confirms that with respect to the Contributions provided:

- the contribution is in accordance with legal regulations
- the contribution is in accordance with these BTC and the Operator's Principles of Protection and Processing of Personal Data
- the user has the express written consent of all persons appearing in the post for the purpose of using the post as part of the operator's services

The user is solely responsible for the contributions and the consequences of their publication.

The operator is not responsible for the content of the posts and does not bear any consequences of their publication. The operator is not a joint administrator of any third-party data. In connection with the personal data of third parties, the operator bears no responsibility.

Compliance with legal regulations

The user may not use the services of the website operator in a way that contradicts the legal regulations, these BTC and the Principles for the protection and processing of personal data. Any content suspected of being illegal and of which the operator becomes aware will be removed by the website operator and reported to law enforcement authorities in accordance with applicable laws,

In particular, the user may not infringe personal and personality rights, copyrights, may not place materials prohibited by law or posts with inappropriate content on the operator's website.

Report inappropriate content

In order to report inappropriate content, which may be material or a contribution related to child abuse, involuntary sexual activities or other material containing threats, harassment, hateful or violent expressions towards other living beings including animals, racially or ethnically hateful undertones, etc., the following is intended:

email address: info@onlygays.tv

Postal address: Dekor Plus s.r.o Dvořákova 32, 779 00 Olomouc, Czech Republic, Europe.

Reporting (announcing) inappropriate content, or content that violates these BTC and/or legal regulations, must meet the conditions and requirements listed below.

In particular, the notice must include:

- information about the notifier, including contact information
- designation of the material/post and its entire unique URL
- a description of what the notifier sees as objectionable, or in which the notifier sees a violation of these BTC and/or legal regulations
- in case of suspicion that the material / contribution violates copyright, it is necessary to specify
 - about which copyright work these rights apply to
 - who is entitled to these rights
 - and it must be documented that the publication of the material/post on the provider's website has resulted in an unauthorized interference with these rights.

The notifier is responsible for the truthfulness and justification of the notification.

If the notification does not contain the minimum required content, such notification by the provider may not be considered properly made due to the circumstances of the case. In such a case, the provider is entitled to request additional information.

The user, whose material/post was made unavailable or removed as a result of the notification, can send the provider a message by e-mail or post within 5 days from the date of removal or deaccession, truthfully justifying that the content of the material/post and its provision is in accordance with the law and these BTC (hereinafter referred to as "counter notification"). The provider may or may not, on the basis of a counter-notification, assess any other case of receiving a notice of objectionable content. The provider is under no obligation to make the content of the material/post available again based on a counter-notification.

The operator bears no responsibility for any illegal, inappropriate or objectionable content. The sole responsibility for the materials/posts and the consequences of their publication, including the resulting damage, is borne exclusively by the user.

The user may not alter the content of the provider's server or interfere with it, disrupt its operation or obtain personal data about other users.

The user is not authorized to make his login data available to any third party. User accounts cannot be rented or alienated. The user bears full responsibility for the violation of the prohibitions formulated in this paragraph and any consequences associated therewith.

Copyright, license

The user, while preserving his ownership rights and within the limits of valid consent to the processing of personal data, grants the operator a free, non-exclusive, time- and territorially unlimited license to the ways of using the contribution, which is determined within the framework of individual types of access.

This license ends with the removal of the contribution, which can be done at any time and without giving a reason by both the user and the website operator

Therefore, if the user submits his contribution in connection with the use of the operator's services, he thereby provides the operator with the above-specified rights to the results of his activity, even if they are a work within the meaning of Act. No. 121/2000 Coll., on copyright.

By submitting contributions, the operator is not obliged to use these contributions and is entitled (as stated above) to remove them from the website at any time and without giving a reason.

The user takes note of the security warning that due to the nature of the services provided, it may happen that the content and data provided may be the subject of risky interest on the part of third parties. The operator bears no responsibility for possible use by a third party and the risks associated with it.

The user confirms that he is also aware of the consequences resulting for him from the possible provision of a contribution that is protected by copyright, trade secret or is otherwise subject to the proprietary rights of third parties, including privacy rights, if he is not the owner of such rights or does not have them from their rightful owner valid consents for adequate use.

The user has an obligation to respect other users and is not authorized to interfere in any way with the materials placed on the website, nor to reproduce, copy, distribute, etc.

Payment system

The operator's current valid price list is published on the operator's website www.onlygay.tv If the operator is a VAT payer, the statutory VAT rate will be added to the final price and this information incl. the tax amount will be indicated on the user's tax document.

Payment of the contract price means payment of the entire purchase price in favor of the provider. After payment of the entire purchase price, a proper tax document will be issued and delivered to the user.

The user has available on the operator's website a fully automatic payment gateway payment system for payments via SMS, credit/debit card of various providers (VISA, maestro, Mastercard, American express, etc.), bank account, paypal, or selected cryptocurrency so that a registered visitor to the website www.onlygay.tv could pay for access to the paid part of the website in the chosen way.

The payment system allows you to receive payments in EURO, USD, the exchange of deposited money for tokens, which are the payment currency for the website's online store,

and the subsequent exchange of tokens for the currency in which the tokens were purchased.

Other rights and obligations

The operator of the website is entitled, if necessary, to declassify the user's data or block his user account, if this is necessary from the point of view of compliance with legal regulations or within the framework of judicial or administrative proceedings conducted with or against the operator, for the purpose of protecting and defending the rights website operator and also due to the personal safety of other users of the operator's services and products or any third parties.

The operator is not responsible for the activities of users of the operator's services or for the way in which they use the services and bears no responsibility for any misuse of the operator's services by users or third parties or for any damages and injuries that the user or third parties may incur directly or indirectly as a result of or in connection with such use of its services.

The operator is entitled to interrupt or permanently terminate the provision of services and products offered on its website at any time for any period of time.

The user declares that he is aware that by violating these GTC and other obligations arising from legal regulations, he may expose himself to the risk of not only civil proceedings, but also the risk of criminal prosecution.

The provider does not monitor or analyze the content of posted posts. This does not affect the provider's right to restrict access or delete the content of contributions according to these GTC. In accordance with § 6 of Act No. 480/2004 Coll., on certain services of information companies, the provider is not obliged to supervise the content of the information transmitted or stored by him, nor to actively search for facts and circumstances indicating illegality.

The user must not behave in a way that would be in conflict with the rights and legally protected interests of the provider, other users or third parties, in particular sending unsolicited commercial messages (spam) in any way, spreading links to content that does not meet the requirements of these GTC, providing false information about another – capable of endangering the reputation of such a person and causing him serious harm in his job and/or in his family, spreading advertising without consent, etc.

Protection of personal data

The protection of personal data is enshrined in a separate document of the company DPK Principles of protection and processing of personal data, which is available at www.onlygay.tv The customer expressly confirms that, before providing personal data to the website operator (as a personal data controller), he has familiarized himself with the Principles for the protection and processing of personal data according to the previous paragraph.

Confidentiality and protection of confidential information

Not only during the provision and use of services and the use of products, but also after its end, the contracting parties may not disclose any confidential information of an operational, technical, personnel or business nature about the other contracting party to a third party.

Maintaining a good name

The contracting parties will strive to preserve and strengthen the good name of the website operator, as a company whose services and products are provided exclusively within the legal framework, in accordance with these GTC, with zero tolerance for any content that exceeds this definition, from which DPK dissociates itself .

Information for consumers

In accordance with Act No. 634/1992 SB., on consumer protection, the consumer is provided with information on the possibility of out-of-court settlement of consumer disputes. The company DPK hereby informs the consumer in a clear, comprehensible and easily accessible way about the subject of out-of-court resolution of consumer disputes, which is responsible for the given type of services offered, including the Internet address. It is the Czech Trade Inspection, www.coi.cz

Applicable law

Legal relations between the parties are governed by Czech law. Any disputes fall within the jurisdiction of the courts of the Czech Republic.

If the legal relationship contains an international element, then the parties agree that their relationship is governed by Czech law and any disputes fall under the jurisdiction of Czech courts.

Final statement

The user declares that he agrees with these General Terms and Conditions.

Final Provisions

The wording of these General Terms and Conditions may be changed or supplemented by DPK.

This provision does not affect the rights and obligations arising during the period of validity of the previous version of the General Terms and Conditions.

The GTC shall enter into force and effect in this first version upon publication.

Managing Director

J. Svozil


