

# Terms & Conditions

## Acceptance of Terms

The Terms & Conditions (collectively, the ‘**Terms**’) outline and govern your access and use of [www.bellesa.co](http://www.bellesa.co) (hereafter the ‘**Website**’ or ‘**Bellesa**’), both as a guest and registered member.

Please read all of the following terms and conditions carefully before using the Website. By accessing this Website and the services offered through it, you represent that you are 18 years or older and indicate your acceptance of the terms and conditions of use stated herein. If you do not understand the Terms, you should consult a legal representative who can explain them to you before using the Website.

## Modifications to the Terms

The Terms are subject to change at any time in Bellesa’s sole discretion and by accessing and using the website, you agree to be bound by such modifications and revisions without delay. As a regular Bellesa guest or member, you are expected to periodically review the terms to stay up to date on any changes. If you neglect to review the terms periodically, it is your own omission and you will still be bound to the subsequent updated and amended versions. The date of the last modification can be viewed at the bottom of the page. Upon making changes and modifications, past versions will cease to have any legal effect and the new version will be legally enforceable.

## About Bellesa

Bellesa is a website offering a blend of sexually explicit material. Mediums range from videos, photos, gifs and erotic stories. The content on this website is submitted by third parties. Any individual who is of age may post content to the website provided that they are not in conflict with any of Bellesa’s terms or the laws of their state.

Bellesa may feature content from third party websites that are not owned, controlled or affiliated to Bellesa. Bellesa does not assume responsibility for the content, terms and conditions, privacy policies, and/or practices of these websites. Bellesa cannot edit or remove any content from these third party websites. By using Bellesa, you expressly relieve Bellesa from any issue or liability arising from your use of any third party websites.

Bellesa features primarily sexually explicit material. As a user, you may come across some content that you find offensive or indecent. In relation to this content and all other content, you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Website with respect thereto, and agree to indemnify and hold the Website, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

## Account Security

If you choose to make an account on Bellesa, you will be prompted to create a username and password. This information is confidential. You must not disclose it to any other person or entity and you are fully responsible for all activities that occur with your account. You agree that the account is personal to you

alone, and that you will not under any circumstance share your information or give anyone access to your account for any period of time. You also agree to exit your account at the end of every session. You should avoid accessing your account from a public or shared computer. You will be held liable for any losses incurred by the Website or others due to you unauthorized use.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

If you believe your account is breached, you must notify us immediately at [contact@bellesa.co](mailto:contact@bellesa.co).

### **Our Intellectual Property**

Bellesa and our associated logos and names are our trademarks and/or service marks. Other trademarks, service marks, names and logos used on or through the Website, such as trademarks, service marks, names or logos associated with third party Content providers, are the trademarks, service marks or logos of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks, service marks or logos.

### **Content Contributed by Users**

The Website may allow users to embed, post, create, submit, publish, make available, send, share, communicate, display or transmit to other users or other persons (collectively, "**post**") content, data, information, videos, images, recordings, materials, code or content of any kind (collectively, "**Content**") on or through the Website.

As a Website account holder you may submit Content to the Website and other Websites linked to the Website including videos and user comments.

You shall be solely responsible for your own Content and the consequences of posting, embedding, publishing transmitting or otherwise making available your Content on the Website. You understand and acknowledge that you are responsible for any Content you submit or contribute, and you, not us, have full responsibility for such Content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any Content posted by you or any other user of the Website. We do not control Content you submit or contribute and we do not make any guarantee whatsoever related to Content submitted or contributed by users. Under no circumstances will we be liable or responsible in any way for any claim related to Content submitted or contributed by users.

You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to the Website all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Website pursuant to these Terms of Service.

You further agree that Content you submit to the Website will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant to the Website all of the license rights granted herein.

## **Prohibited Uses**

You agree that you will only use the Website and our services for the lawful purposes expressly permitted and contemplated by these Terms of Service. You may not use the Website and our services for any other purposes, including commercial purposes, without our express written consent.

You agree that you will not use or attempt to use any method, device, software or routine to harm others or interfere with the functioning of the Website or use and/or monitor any information in or related to the Website for any unauthorized purpose. Specifically, you agree not to use the Website to:

violate any law (including without limitation laws related to torts, contracts, patents, trademarks, trade secrets, copyrights, defamation, obscenity, pornography, rights of publicity or other rights) or encourage or provide instructions to another to do so;

act in a manner that negatively affects other users' ability to use the Website, including without limitation by engaging in conduct that is harmful, threatening, abusive, inflammatory, intimidating, violent or encouraging of violence to people or animals, harassing, stalking, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;

post any Content that depicts any person under 18 years of age (or older in any other location in which 18 is not the minimum age of majority);

post any Content for which you have not maintained written documentation sufficient to confirm that all subjects of your posts are, in fact, over 18 years of age (or older in any other location in which 18 is not the minimum age of majority);

post any Content depicting child pornography, rape, snuff, torture, death, violence, or incest, racial slurs or hate speech, (either aurally or via the written word);

post any Content that contains falsehoods or misrepresentations that could damage the Website or any third party;

post any Content that is obscene, illegal, unlawful, defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;

post any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes or any other form of unauthorized solicitation;

post any Content containing sweepstakes, contests, or lotteries, or otherwise related to gambling;

post any Content containing copyrighted materials, or materials protected by other intellectual property laws, that you do not own or for which you have not obtained all necessary written permissions and releases;

post any Content which impersonates another person or falsely state or otherwise misrepresent your affiliation with a person;

deploy programs, software or applications designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;

deploy or use programs, software or applications designed to harm, interfere with the operation of, or access in an unauthorized manner, services, networks, servers, or other infrastructure;

exceed your authorized access to any portion of the Website;

remove, delete, alter, circumvent, avoid or bypass any digital rights management technology, encryption or security tools used anywhere on the Website or in connection with our services;

collect or store personal data about anyone;

alter or modify without permission any part of the Website or its content, including ads;

obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Website;

exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available.

Additionally, you agree not to:

use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website without our prior written consent;

use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;

use any information obtained from or through the Website to block or interfere with the display of any advertising on the Website, or for the purpose of implementing, modifying or updating any software or filter lists that block or interfere with the display of any advertising on the Website;

use any device, bots, scripts, software or routine that interferes with the proper working of the Website or that shortcut or alter Website functions to run or appear in ways that are not intended by Website design;

introduce or embed any viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots, corrupted files or any other similar software, program or material which is malicious or technologically harmful or that that may damage the operation of another's property or of the Website or our services;

attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;

remove any copyright or other proprietary notices from our Website or any of the materials contained therein;  
attack the Website via a denial-of-service attack or a distributed denial-of-service attack;  
otherwise attempt to interfere with the proper working of the Website.

### **Monitoring and Enforcement**

We have the right to:

remove or refuse to post any Content you submit or contribute to the Website for any or no reason in our sole discretion;

take any action with respect to any Content posted by you that we deem necessary or appropriate in our sole discretion;

including if we believe that such Content violates these Terms of Service;

infringes any intellectual property right or other right of any person or entity;

threatens the personal safety of users of the Website or the public or could create liability for us;

disclose your personally identifying information or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights or their right to privacy;

take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website;

terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

**YOU WAIVE AND HOLD US HARMLESS AND OUR SITE OPERATOR, ITS PARENT CORPORATION, THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

To maintain our services in a manner we deem appropriate for our venue and to the maximum extent permitted by applicable laws, the Website may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept or remove any Content posted (including, without limitation, private messages, public comments, public group chat messages, private group chat messages or private instant messages) by you, and we may, in our sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Content without notice or any liability to you or any third party in connection with our operation of the Website in an appropriate manner. Without limitation, we may do so to address Content that comes to our attention that we believe is offensive, obscene, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third

parties or these Terms of Service or any applicable additional terms, including, without limitation, the Content restrictions set forth herein.

However, we do not undertake to review Content before it is posted on the Website, and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

### **Copyrights and Other Intellectual Property**

The Website respects the intellectual property of others, and requires that you do the same. You may not embed, post, email, transmit or otherwise make available any Content that infringes any copyright, patent, trademark, trade secret, privacy, publicity or other proprietary rights of any person or entity.

The Website operates a clear Copyright Policy in relation to any Content alleged to infringe the copyright of a third party. Details of that policy can be found at by clicking DMCA at the bottom of any page on Bellesa.

As part of our Copyright Policy, the Website will terminate user access to the Website if, under appropriate circumstances, a user has been determined to be a repeat infringer.

The Website is not in a position to mediate trademark disputes between users and trademark owners. Accordingly, we encourage trademark owners to resolve any dispute directly with the user in question. If the trademark owner is unable to reach a resolution with the user, it may send us a notice at [copyright@bellesa.co](mailto:copyright@bellesa.co). The Website is willing to perform a limited investigation of reasonable complaints and will remove content in clear cases of infringement.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over, and assumes no responsibility for, the contents, privacy policies, or practices of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Inclusion of, linking to, or permitting the use or installation of any third party site, applications, software, content or advertising does not imply approval or endorsement thereof by us. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Further, you agree to release us from any and all liability arising from your use of any third-party website, content, service, or software accessed through the Website.

Your communications or dealings with, or participation in promotions of, sponsors, advertisers, or other third parties found through the Website, are solely between you and such third parties. You agree that the Website shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with such sponsors, third parties or advertisers, or as the result of their presence on the Website.

## **Indemnification**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Website, its site operator, its parent corporation, their respective affiliates, licensors, service providers, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Website. You agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

## **Disclaimers**

YOU USE THE WEBSITE AT YOUR SOLE RISK. WE PROVIDE THE WEBSITE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, ITS SITE OPERATOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE WEBSITE AND GOODS OR SERVICES PURCHASED AND OBTAINED THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE WEBSITE. WE MAKE NO WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE OR THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR OUR SERVICES. THE WEBSITE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR OUR SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND, THE WEBSITE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

To the fullest extent allowed by law, the Website, its site operator, its parent corporation and their respective officers, directors, employees, and agents shall not be responsible or liable to you for any loss or damage of any sort incurred as the result of the following:

delaying, rejecting or removing any or all Content at any time for any or no reason whatsoever with or without notice to you,

modifying or discontinuing temporarily or permanently, the Website (or any part thereof) with or without notice to you for any or no reason whatsoever,

immediately terminating your access to the Website for any or no reason whatsoever and with or without notice to you,

the accuracy, usefulness or availability of any information posted to or through the Website,

any user Content that does not get recorded, or is deleted, or for any similar unsatisfactory results or user Content,

any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of your use of any Content posted, emailed, transmitted, or otherwise made available via the Website,

personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website,

any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,

any interruption or cessation of transmission to or from our Website,

any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our Website by any third party, and/or

any loss or damage of any sort incurred by you as a result of interactions you have with third-party advertisements or service providers, or third-party websites, found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, policies, warranties or representations associated with such dealings.

In no event shall we be liable to you for any incidental, indirect, punitive, statutory, exemplary, expectation, special, or consequential damages whatsoever (including damages for loss of profit, loss of goodwill, interruption, loss of business information or any other financial loss) in association with any individual or class-action claim, or any loss, damage, action, suit or other proceeding relating to or arising under or out of the Terms of Service, even if we have been notified of the possibility of such damages, whether the action is founded upon contract, infringement of intellectual property rights, tort, negligence or other grounds.



YOU SPECIFICALLY ACKNOWLEDGE THAT THE WEBSITE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS.

### **Choice of Law and Venue**

Your use of the Website and the relationship between you and Bellesa shall be governed by the laws of Anguilla, without regard to conflict of law rules and provisions.

You agree that: (i) the Website shall be deemed solely based in Anguilla; and (ii) the Website shall be deemed a passive Website that does not give rise to personal jurisdiction over Bellesa, either specific or general, in jurisdictions other than Anguilla. Any claim, cause of action, or dispute that may arise between you and us, are governed by the laws of Anguilla. The sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in an appropriate court located in Anguilla. You hereby submit to the jurisdiction and venue of said Courts. You consent to service of process in any legal proceeding.

### **Limitation on Time to File Claims**

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

### **Entire Agreement**

The Terms of Service, our Privacy Policy, our Copyright Policy and any documents they expressly incorporate by reference constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

## **Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

## **Miscellaneous**

No party, nor any of the parties' respective attorneys, shall be deemed the drafter of this agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between the parties.

Except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to this agreement. For the purpose of clarity, the Website's representatives, managers, partners, joint venturers, employees, and agents are intended third-party beneficiaries.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Service.

The headings in these Terms of Service are for convenience only and have no legal or contractual effect.

We may terminate these Terms of Service for any or no reason at any time by notifying you through a notice on the Website, by email, or by any other method of communication. Any such termination will be without prejudice to our rights, remedies, claims, or defences hereunder. Upon termination of the Terms of Service, you will no longer have a right to access your account or your Content. We will not have any obligation to assist you in migrating your data or your Content and we may not keep any back up of any of your Content. We will not be not responsible for deleting your Content. Note that, even if your Content is deleted from our active servers, it may remain in our archives (but we have no obligation to archive or back-up your Content), and subject to the licenses set forth in these Terms of Service.

**Last modified date: July 13th, 2016.**