

Conditions of use of the LOLA platform

(This is an automatic translation of the French version available on the site when you set it in French. Only the French version can be considered as a reference in case of legal dispute.)

The purpose of this agreement is to define the conditions of use of the LOLA platform, accessible from the URL www.lolanextdoor.com, made available by the company Hello World (hereinafter referred to as "the operator of the LOLA website") having its registered office at 128 rue de la Boétie, 75008 Paris, by its users.

1) Object

The LOLA platform is a tool for managing the linking of models offering services of live chats, photo shows and videos and more generally adult entertainment services, through a third party instant messaging application with their customers, the users. The operator intervenes in this relationship only to allow and facilitate exchanges and the smooth running of the services offered by the models and can in no way guarantee the quality of the exchanges.

The operator also ensures that users pay the proceeds to the models according to the pricing established by each of them.

The operator is therefore a third party to the model-user relationship.

To allow anonymity between users and models, the operator bills the user (through tokens purchase) and outsource the service to the model.

2) Commitment

The present conditions of use of the platform are accessible from any page of the site. The user must accept the conditions of use during their first visit. They cannot browse the site without accepting them. The fact that the user can browse the site implies that they have accepted the terms of use.

Any user certifies that they are of age according to the laws of their country of residence at the time of registration. They may be asked to justify this situation by the production of any document that the operator deems useful for verification purposes and in particular any valid identity document presenting a photo of the user and / or a photo of the user presenting their identity document. Any user certifies that they have the right to access the services described above according to the laws of their country of residence.

3) Terms

Operator: means the company in charge of the operation and administration of the LOLA platform;

Model: refers to the service provider that uses the LOLA platform to promote and operate their business and offer their services to users;

Service: refers to the entertainment provided by the model to users of the LOLA website which may include but is not limited to chat exchanges (message exchanges), image / photo exchanges, video exchanges through any third party instant messaging application;

Website: Designates the LOLA management platform accessible by the URL www.lolanextdoor.com;

User: Refers to the beneficiary of the entertainment benefits rendered by the model.

4) Operation

The user must have a personal profile on the instant messaging application that the model uses to use the LOLA connection platform and access the services offered by the models.

The user is invited to create a personal account on the LOLA platform by filling in all the information and supporting documents requested.

They can access their account and modify their information at any time by means of a login and a password chosen by themselves.

In order to benefit from the services offered by the models, the user is invited to credit their account in the currency or currencies accepted by the operator. A balance of virtual currency (tokens) will be awarded.

The user can then view the personal profiles of the many models using the platform.

When a model is available for a service, their profile displays "Available".

If, on the other hand, a model is not able to immediately render a service to the user, their profile displays the message "Not available".

The user is invited to click on the "Send Request" button accessible from the profile of the selected model.

The model is alerted by SMS of the request made by the user and they are invited to add them to their contacts on the messaging application they use without delay.

The user is informed of the acceptance of their chat request by opening a confirmation popup and, if they have agreed to benefit from this feature, by SMS.

The billing of the service is initiated upon acceptance of the request.

The user can cancel their request beginning one minute after sending it by clicking on the "Cancel" tab.

Once the model has accepted the request of the user, the cancellation function is no longer possible and the service is automatically billed by the flow of the corresponding tokens from their account.

The user is informed of the response rate of each model by a specific mention searchable on the profile of each provider.

The user has the option to cancel a session request until it has been accepted by the model.

The exchanges between the user and the model are free. However, users are encouraged to be courteous to the models and to take every precaution regarding the content they address to the models. These precautions are described below.

At the end of the time of the session ordered, the user is alerted by the model and, if they have accepted to benefit from this feature, an SMS. They can:

- Order a new session with the same model by clicking on a link directly accessible from the SMS if this model is still available;
- Order a session with another available model;
- Order a new session later.

The user's tokens account is automatically debited the price of the service at the end of the session.

In case of a technical problem such as a lack of access to the messaging application application, the model can cancel the session that has been launched and no token will be charged to the user.

At the end of the session time requested by the user, the user is invited to note the performance of the model by clicking on a "green thumb" icon if they appreciated the service or by clicking on a "red thumb" icon if they were not satisfied with the service.

The overall ratings of the models are available on their personal profile.

The user expressly refrains from contacting the models with the instant messaging application or any other means of communication outside of the session times.

The models may report to the operator any contravention of the provisions of the preceding paragraph. The operator may, in case of violation of this clause, suspend temporarily or permanently the account of the offending user.

5) Precautions

The operator makes every effort to protect users of the SPAM platform.

The operator recalls that it is extraneous to the relationship between the user and the model.

They must refer to the Privacy Policy of the third party messaging application to know the guarantees offered by this tool in terms of privacy.

The user must therefore ensure themselves that they are taking all precautions to ensure respect for their privacy. They will have to:

- refrain from communicating personal information during the session or on their user profile;

- avoid showing their face or any other element allowing their identification.

6) Data Processing / Personal Information / Privacy

The LOLA platform implements all the technical and human means at its disposal to protect the users and the data they communicate to it.

In this respect, the operator undertakes to:

- Keep confidential any data entered or downloaded on the platform by its users with the exception of data that the user themselves has made public or has themselves communicated to the model;
- Not give to any third party any information transmitted by the user;
- Delete from its servers any data deleted by the user on an active account or, in case of retention, to use them only for personal statistical, analytical or management purposes;
- Remove from its servers any data relating to the user account with the deletion of the account by them or by the operator or, in case of conservation, to use them only personally for statistical, analysis or management purposes;
- Not publish any of the content exchanged with a model during a session;
- Make sure that the model does not publish on the platform any content exchanged with the user.

The user expressly authorizes the operator to process and use the data they have provided, in particular for the proper functioning of the service.

7) User commitment

The user declares that all the information they have provided to the operator is sincere and accurate.

The user is responsible for the data that they communicate, especially in the event of an error in their instant messaging application's nickname that allows the model to start the session. The user acknowledges that they remain solely responsible for any damages that may result from such errors. The operator will not make any refund to the user whose request is based on such an error.

The user acknowledges that they have been linked to the model via the LOLA platform and refrains from attempting to contact one of the site's models outside of any session regularly launched from the platform.

The user agrees not to offer or accept any other means of payment than those made available on the site under penalty of penalties in case of canvassing.

The user is forbidden from sending the model any work proposal from their account as from the account of a third party.

Any attempted soliciting within the meaning of the present will be reported by the model or models concerned. In such a case, the operator in possession of the proofs of the violation of these presents will claim a lump sum of €15,000 that the user agrees to pay without prejudice to the deletion of his user account and any other damages that may be asked in further legal proceedings.

Models using the site made available by the operator are prohibited from accepting any proposals made by users outside the regular operation of the platform. In the case where a model tries to offer their services to the user outside the platform and requests other means of payment than those proposed by the operator, the user is invited to categorically decline the offer that is made.

In the event that a model makes a proposal to the user in violation of the preceding paragraph, the latter is invited to make a screenshot of the said proposal and to alert the operator without delay by communicating the terms of the the proposal and the screenshot taken.

Users who are reported for abusive behavior will be penalized under the conditions defined below.

Users will not engage the model with any prohibited, hateful, abusive, degrading or child pornography content. The operator will be uncompromising with such behavior and will report it immediately to the authorities of the country or countries concerned as soon as it is informed.

The prohibition of such content applies to both visual content and text messages exchanged, including the pseudonym chosen by the user.

The operator informs users that it is entitled to exercise any control to ensure the respect of the present by itself or by third parties.

The user undertakes not to copy and / or reproduce and / or publish any content or any part of the content on the LOLA platform without the prior written consent of the operator.

In the same way, the user is prohibited, directly or indirectly, from collecting manually or automatically any data present on the site or of which they would have come to know by use of the platform. The nicknames of the models on the site are subject to the same collection ban. In such a case, the operator in possession of evidence of the violation of the prohibition previously enacted will claim a lump sum of €50,000 which the user expressly agrees to pay without prejudice to the deletion of his user account, the retention of its token balance and any other damages likely to cover and repair the damage suffered, which may be claimed in court.

The operator formally prohibits any attempt to intrude on its servers, hacking of any form whatsoever, phishing attempts, use of intersite XSS scripts, denial of service attacks and / or any other form of use or misuse of the source code of the platform.

Any detected hacking attempt will result in the immediate closure of the user account and the retention of its token balance and the personal data of the account concerned, including Internet Protocol data, identity data, bank details, which will be transmitted without delay to competent authorities in order to lodge a formal complaint.

The user commits not to try to get personal information as well as pictures or videos of the models showing their face. The platform is built to allow anonymity between users and models.

8) Failure to comply with the conditions / Penalties

A model can, in case of bad behavior or a request made outside of session period regularly paid by the user, block this user from the application. As a result, the user will no longer be able to contact this person.

Models are encouraged to report any bad behavior on the part of users.

In the same way, models are invited to report to the operator any attempt at solicitation or poaching outside the operating rules of the site.

In case of violation of any of the provisions of the present by the user, the operator may at its discretion suspend the account temporarily, or permanently delete and ban the user access to the platform by any technical means needed to ensure that purpose.

In case of deletion of the account of the user, their credit balance tokens will not be refundable.

Depending on the extent of the violation found, the operator may apply a fixed fine as provided for in the preceding article, without prejudice to suing the perpetrator of the offense and asking them for compensation for the entire sustained prejudice.

In case of violation of the laws and regulations of the country of residence of the user or the country of residence of the model which rendered the service, the operator will immediately alert the competent authorities and will communicate to them any element in its possession relating to the identified infringement.

The operator is extremely vigilant with regard to child pornography content, that which encourages or relates to prostitution, and zoophilia. Any user who submits such content will be immediately banned from the site and their personal information will be forwarded to the relevant authorities.

In the case where the behavior of a user is alleged against the operator, the offending user expressly agrees to assume the costs of defense of the operator and to guarantee all convictions that could be charged to it.

9) Duration of the relationship

The agreement is concluded as soon as the user has accepted the terms and conditions by accessing the site.

The termination of the agreement is accomplished under the following conditions:

- Termination by the operator:

The operator may restrict access to the platform and / or terminate at any time the agreement that binds it to the user for no reason.

If the cancellation by the operator is motivated by a non-observance of the stipulations of the present by the user, a prohibited behavior, a violation of the laws and regulations in force or any other behavior deemed to be faulty by the operator, the credit balance of their account tokens will be retained by the operator. No compensation can be requested for the retention of the user's tokens.

- Termination by the user:

The user can cancel at any time the agreement that binds them to the operator and without reason.

The user can choose to no longer log in to their personal account while choosing to leave the provided data. In this case, their data will be kept by the operator and the information in their account that they have made public will always be visible.

The user can choose to delete some or all the data they have entered on their account and no longer connect to it. In this case, their account will still exist on the platform but the deleted data will no longer be available. They may reactivate this account at any time provided that it has not been deleted by the operator due to inactivity.

The user can also permanently delete their personal account. A link authorizing this deletion is accessible from their personal page. In this case, their data may be archived or deleted by the operator.

No use or commercial exploitation or transfer to third parties will be made of these data in case of conservation and their use can only occur anonymously and only for statistical purposes or analysis of the activity.

The credit balance tokens of the user is kept in an inactive account and lost in case of deletion of the account. The operator keeps the right to delete an account with all the tokens it contains after an inactivity period of 365 days. The user cannot require any refund.

10) Method of payment

The operator guarantees the greatest security and reliability in the processing of payments made by users to the models.

To this end, the operator is in partnership with the company VEROTEL that offers secure digital payment systems like CARD BILLING* that is offered on the site.

The user can load their account with tokens by choosing one of the packages proposed by the operator.

The secure page (https) for crediting their account by the user is accessible from the site in the "Tokens" tab.

As soon as the payment is confirmed by the user's bank, they are informed by a confirmation message and by increasing its balance of tokens, which is visible at all times on the site.

Any payment made by the user becomes final.

The token balance can not be converted into real money or any other virtual currency.

The user may, at their discretion, decide to communicate their banking information to the company in charge of the transactions by authorizing it to keep their data for easier and quicker future data entry or to refuse the retention of this data. In this case, they will have to enter their data again each time they wishes to credit their account.

The user is informed in the event of incorrect entry of their bank details.

In case of refusal to honor the payment by the user's bank, the user is informed by message that the transaction has not been successful. They are then invited again to credit their account.

The operator is unrelated to the fees that could be applied by the user's bank, which it recognizes. The user is therefore invited to inquire regarding any fees with their banking establishment.

The user can, at any time, consult the available balance of their tokens by clicking on "Tokens" after logging into their account.

The operator is engaged in the fight against fraudulent transactions and will report to the competent authorities any unlawful use of any means of payment whatsoever, particularly if the user is not the holder of the means of payment used and holds no power of attorney over it.

In this case, the operator will be able to communicate to the competent authorities all the data which it has on the offending user and in particular all the elements relating to their identity, photographs, IP address, e-mail address.

The operator may also personally prosecute the offending user.

11) Refunds

Tokens are a credit that the user can use to purchase sessions from the models. Tokens purchased by the user or transferred free of charge by the operator cannot be reimbursed for cash in any case. They can only be used on the site and as part of the purchasing of sessions from the models.

The user can use their tokens when they want and keep the tokens on their account for as long as they want, with no time limit. The operator keeps the right to delete an account with all the tokens it contains after an inactivity period of 365 days.

The user is invited to report to the operator any behavior considered abusive by a model and, more generally, any deceptive experience, by attaching screenshots. The operator will then be free to refund the user's tokens or not. Reimbursement is only possible in tokens and within the limit of the amount of tokens spent for the session in question. This in no way constitutes a reimbursement commitment on the part of the operator.

12) Changes to user information

The user undertakes to transmit, without delay, to the operator, any modification of their personal data.

The operator can in no way be held responsible for any defect, delay or inaccuracy of the information transmitted by the user.

This information is communicated and published under the sole responsibility of the user.

13) Transfer of account

The user recognizes that their account is strictly personal. They undertake to use it only as such. If they were to allow any third party to witness the content of a service, they certifies that the third party (s) is (are) of age according to the laws of their country of residence.

The user cannot in any case assign the use or ownership of their personal account to any third party whatsoever.

Any model who notices that the user who contacts them is not the one registered on the profile corresponding to the request is invited to alert the operator.

Any breach of these provisions may lead to the suspension or deletion of the account concerned and the communication of any infringement found or suspected to the competent authorities.

14) Amendments to the agreement

The operator is free to make any changes to the present at any time.

In this case, the user will be informed of the modification of the conditions and will be invited to accept the new ones.

Without acceptance of the new conditions, shown by clicking on the "Accept" link, the user will no longer be able to use the platform.

The operator is free to assign this agreement to any third party without this affecting the validity of the relationship.

15) Severability

If one or more of the clauses hereof were to be annulled either by the effect of the law or by the effect of a court decision that has become irrevocable, the parties acknowledge that the validity of the other clauses of the present will not be affected and they undertake to replace the said stipulation by a clause of the same effect.

16) Liability

The user acknowledges that they will not, under any circumstances, hold the operator liable for any damage or loss they may suffer as a result of access to the services offered by the models.

The user accesses the services offered by the models under their sole, full and entire responsibility.

17) Attribution of jurisdiction

The parties expressly grant jurisdiction, in the event of litigation relating to the understanding or the execution of the present, to the courts of the jurisdiction of the head office of the operator.

The parties expressly acknowledge that any seizure that does not comply with this clause will be considered as irregular.

18) Consent

The user agrees to the use of cookies by the operator and agrees to allow them on the web browser used to access the platform.

A support team is available to users to answer their questions, which can be asked at the email address: contact@lolanextdoor.com

The user certifies that they have understood all of the obligations incumbent on them and which result from the terms of these written in French. This document is only an English automatic translation of the French version available when the site is set in French. Only the French version can be taken as a reference if there is any legal dispute between the operator and the user.

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