

# General terms and conditions

## **MyRoute-app general terms and conditions, last edited October 25, 2019**

### 1. Article 1: Definitions

1. In these terms and conditions the following terms are used in the following meaning as stated below, unless otherwise expressly stated or clear from the context:

- a. MyRoute-app: the user of these general terms and conditions: MyRouteApp B.V. headquartered in Bredewater 16 in Zoetermeer, registered with the Chamber of Commerce with KvK-number 61120405;
- b. User: the natural person who has created an account on the website;
- c. Agreement means the agreement between the user and MyRoute-app to use the service;
- d. Service: the services that are offered online via the (mobile) website or application by MyRoute-app, which the user can use after registration;
- e. Website: the website [www.myrouteapp.com](http://www.myrouteapp.com);
- f. Content: the content that is posted by the user on the website, such as a GPS route, travel report, photos or videos.

### 2. Article 2: General

1. These terms and conditions apply to the use of the website, all services offered there and any agreement between MyRoute-app and the user to which MyRouteapp has stated to apply these conditions.
2. Any deviations to these general conditions are only valid if expressed in writing or via email.
3. The most recent version of these general terms and conditions, as can be found on the website, shall be applicable. The user shall view the general terms and conditions on a regular base.
4. If one or more of the provisions in these terms and conditions are invalid or void, the remaining provisions of these terms and conditions shall remain fully applicable. In that case MyRoute-app has the right to set in its place a not unreasonably onerous provision for the user that resembles the invalid provision as closely as possible.

### 3. Article 3: Fair use

1. It is not allowed to use the services in a way that might hinder other users or that otherwise could affect the proper functioning of the services. It is also not permitted to bypass security or use any other than personal credentials to use closed parts of the services.

### 4. Article 4: Offer

1. The offer of MyRoute-app remains without obligation.
2. These prices do not automatically apply to future agreements.
3. MyRoute-app is not liable for obvious errors or mistakes in the offer, publications or on the website.

### 5. Article 5: Establishment of the agreement

1. The agreement comes into effect as soon as the user has registered through the website. In case the user purchases a Gold subscription or a Gold Lifetime subscription through the website, the agreement comes into effect as soon as the user has registered through the website and after the user has clicked on the button "Purchase with payment obligation".

2. The agreement can only come about through the website after the user clicked that he agrees to these terms and conditions.
3. Once the agreement has been concluded through the website, MyRoute-app will send the user an immediate confirmation via e-mail. If the user does not receive a confirmation e-mail from MyRoute-app, the user should contact the online helpdesk of MyRoute-app.
4. MyRoute-app has the right to refuse the provision of the service if the request for provision of the service is done from an IP address that is the same as the IP address of a former user whose access to the service has been denied by MyRoute-app.

#### 6. Article 6: The account

1. The user must create a user name and password, so that he can log on to this website. The user name and password are strictly private and confidential and may not be shared with others. If the user suspects that an unauthorized third party makes use of his logins, the user should contact MyRoute-app as quickly as possible.
2. The user is not allowed to create multiple accounts.
3. The account is personal and not transferable.

#### 7. Article 7: Gold subscription

1. In case the user has purchased a Gold subscription through the website, the user shall have access to specified features on the website.
2. The user will be charged for using the Gold subscription. The amount of these costs is clearly stated on the website.
3. The Gold subscription shall be established for a term of 1 or 3 years, determined by the user, and can be canceled in the meantime with a notice period of one month. The notice period starts on the following month after notifying MyRouteApp of the wish to cancel.
4. After the term specified in paragraph 3 has passed, the Gold subscription shall be automatically extended. In case the automatical extension of the subscription shall not work out, the user shall receive an e-mail with a link to extend. In case the user does not wish to extend the subscription, the user shall need to cancel the subscription during the term. If the Gold subscription is not prolonged, the Gold subscription shall be changed into a free subscription. The user shall be able to cancel the free subscription by deleting his or her account.
5. In case MyRoute-app shall not be able, for any reasons possible, to obtain the costs for the subscription, MyRoute-app shall reserve the right to terminate the subscription of the user.

#### 8. Article 8: Navigation subscription

1. In case the user has purchased a Navigation subscription through the website, the user shall have access to specified features on the website.
2. The user shall be charged costs for using the Navigation subscription. The height of these costs shall be clearly indicated on the website.
3. The Navigation subscription shall be established for a term of 1 or 3 years, determined by the user, and can be canceled in the meantime with a notice period of one month. The notice period starts on the following month after notifying MyRouteApp of the wish to cancel.
4. After the term specified in paragraph 3 has passed, the Navigation subscription shall be automatically extended. In case the automatical extension of the subscription shall not work out, the user shall receive an e-mail with a link to extend. In case the user does not wish to extend the subscription, the user shall need to cancel the subscription during the term.
5. In case MyRoute-app shall not be able, for any reasons possible, to obtain the costs for the subscription, MyRoute-app shall reserve the right to terminate the subscription of the user.

#### 9. Article 9: all-in-one subscription

1. In case the user has purchased an all-in-one subscription, the user shall have access to specified features on the website.
2. The user shall be charged costs for using the all-in-one subscription. The height of these costs shall be clearly indicated on the website.
3. The all-in-one subscription shall be established for a term of 1 or 3 years, determined by the user, and can be canceled in the meantime.
4. After the term specified in paragraph 3 has passed, the all-in-one subscription shall be automatically extended. In case the automatical extension of the subscription shall not work out, the user shall receive an e-mail with a link to extend. In case the user does not wish to extend the subscription, the user shall need to cancel the subscription during the term. In case the all-in-one subscription shall not be extended by the user, the all-in-one subscription shall be changed into a free subscription, this is the same subscription as mentioned in art. 7.4. The user shall be able to cancel the free subscription by deleting his or her account.
5. In case MyRoute-app shall not be able, for any reasons possible, to obtain the costs for the subscription, MyRoute-app shall reserve the right to terminate the subscription of the user.

10. Article 10: Gold Lifetime subscription

1. Users that have purchased a Gold Lifetime subscription shall have the same right to additional features that come with a Gold subscription (artikel 7). As opposed to what is mentioned in artikel 7, this subscription shall not be established for 1 or 3 years, but shall give the user the right to use the service as long as MyRoute-app supports the service and the service shall be online.
2. The user shall be charged one-time costs for the Gold Lifetime subscription.

11. Article 11: Pricing

1. The indicated prices include VAT, where applicable.
2. MyRoute-app has the right to adjust its prices from time to time.

12. Article 12: Payment

1. Payments for the Navigation subscription, the all-in-one subscription or the Gold subscription can be made using one of the following methods:
  - a. through the online payment methods of MultiSafepay;
  - b. through the online payment system Paypal;
  - c. through the payment methods of the Google Play Store or App Store.

13. Article 13: Right of termination

1. The user shall have the right to cancel the purchase of a Navigation subscription, Gold subscription or the all-in-one subscription within 14 days of its establishment. This cancellation shall have to be in written or by e-mail.
2. The user can not invoke his right of termination if:
  - a. the fulfillment of the agreement began with the express permission of the user; or
  - b. if the user has declared to waive his right of termination.
3. If the user informs MyRoute-app by email that he invokes his right of termination, MyRoute-app will confirm the reception of this e-mail to the user.
4. In case the user shall use his cancellation right according to article 13.1 then MyRoute-app shall return the subscription costs to the user within 14 days of the cancellation.
5. In case the user shall not have expressed his explicit consent to delivering the service before the cancellation period has passed and shall not have renounced his right to cancellation, then MyRoute-app shall have the right to decide that the subscription shall only come into force after the cancellation period shall have passed.

14. Article 14: User obligations

1. The user is obliged to inform MyRoute-app through his account in case any changes to his data occur.
2. The user indemnifies MyRoute-app from any claims of third parties that have suffered damage using the website by the user that is attributable to the user.
3. The user is not allowed to use the website and / or service in such a way that would affect the proper functioning of computer systems of MyRoute-app or third parties or that hinders other users from using the site.
4. The user is solely responsible for the content he posts on the website.

15. Article 15: Terms of use

1. The user must follow the following rules when using the services:
  - a. It is not allowed:
    - I. to post photos or images of identifiable individuals on the site that have not given permission for such a posting;
    - II. to create, introduce or spread computer viruses;
    - III. to place content that contains pornographic, racist, vulgar, threatening, violent or offensive material;
    - IV. to use the service to violate the privacy of third parties;
    - V. to use the service for performing or promoting criminal activities;
    - VI. to examine or test the vulnerability of a computer system or network without the prior explicit permission by the rights holder to break through security.
  - b. The Content may not be harmful in any way for MyRoute-app or third parties. The user is not allowed to post content on the website that damages the reputation of MyRoute-app or third parties.
  - c. The user will not share information using the web site that:
    - I. is in conflict with national and international law;
    - II. is contrary to morality or the spirit of action and conduct in operation on the Internet;
    - III. violates the rights of third parties. It is expressly forbidden to post content on the website whose intellectual property rights are held by a third party if that third party has not given permission for the placement of the content;
    - IV. is (sexually) intimidating, unethical, including in any case, but not limited to material affecting the respectability of minors or including a violation of the right to privacy and / or human dignity as well as material that initiates discrimination;
    - V. is confidential and must not be disclosed.
2. MyRoute-app at all times reserves the right to refuse, modify or delete content.
3. The services are intended solely for the personal use of individual users and may not be used for commercial purposes. No commercial message may be included in the content.
4. MyRoute-app has the right to remove content from the website that is not consistent with the objective of the website.

16. Article 16: Responsibility

1. MyRoute-app bears no responsibility for the content contributed by users on the website and does not endorse the substance of the content. If information on the website from a user is not correct or complete, MyRoute-app cannot be held liable for this.
2. MyRoute-app can not be held liable for the consequences of driving a GPS route that has been placed on the website by a user.

17. Article 17: Blocking the account

1. The user acknowledges that MyRoute-app has the right to block the account of the user if the user or others abuse the site, if there are other irregularities or technical failures, whatever the cause.
2. If the user fails to fulfill his obligations according to the agreement, terms and conditions or legislation, then MyRoute-app has the right to terminate the agreement and to block the account.
3. If the user is guilty of an offense, MyRoute-app will report this to the police.
4. If the user account is blocked, the user will be informed thereof in writing or via e-mail. Any already paid subscription fees are not refundable.

18. Article 18: Share & win promotion

1. The user can participate in the Share & Win action of MyRoute-app every quarter through the website, for this the user has to upload a GPS-route including a video clip of that route through the website. Other users of the website can vote for the uploaded GPS-routes. The user with the most votes will be the winner of the Share & Win action.
2. The Share & Win promotion cannot be consecutively won by the same user. In case the previous winner shall have the highest number of votes again in the next Share & Win promotion, the next winner shall be the user with the second most votes.
3. The prize of the Share & Win action can differ every quarter.
4. The prize will be sent to the address provided by the winner.
5. The prize can not be exchanged for cash.
6. The outcome of the Share & win promotion is final.
7. The video of the winner will be edited by MyRoute-app, given an intro and outro, and shared through various online channels such as Facebook and YouTube.

19. Article 19: Execution of the agreement, disruption and maintenance

1. MyRoute-app will provide the services to the best of its ability and with due professional care.
2. For its services, MyRoute-app depends on services or networks of third parties. MyRoute-app is not liable for damages of any kind or for whatever reason, caused by services or networks of third parties, including faults in the networks or infrastructure of third parties.
3. MyRoute-app is entitled to temporarily shut down the service for maintenance reasons.
4. MyRoute-app can decide to stop its services at any time. The user will be notified thereof by e-mail. If the user has entered a Gold subscription, then upon termination of the agreement by MyRoute-app, the paid subscription fees will be credited and refunded proportionately.

20. Article 20: Complaints

1. Complaints about the service can be reported to:

MyRouteApp B.V.  
Bredewater 16  
2715 CA Zoetermeer The Netherlands  
e-mail: [info@myrouteapp.com](mailto:info@myrouteapp.com)

2. Complaints are handled by MyRoute app within 30 days. If handling of a complaint within the period of 30 days is unfortunately not possible, the user will be informed about the delay.

21. Article 21: Intellectual property rights

1. All intellectual property rights, including copyright and database rights, with respect to the website, software, photographs, images, drawings, text, trademarks, trade names, corporate identity and logos, and when it concerns information provided to the user by MyRoute-app reside with MyRoute-app or its licensors. The user acquires non-exclusive usage rights. The user must always respect the intellectual property rights of MyRoute-app and its licensors.

2. The user is not allowed to share (parts of) the website, the services or content, unless MyRoute-app has given the user the right by including a sharing function on the website.
3. By giving an order to publish or reproduce within the copyright act or any other legal regulation in the field of intellectual property, which are made available by or on behalf of the user, the user declares that this does not infringe legal requirements and / or protected rights of third parties and shall indemnify MyRoute-app from claims in this regard by thirds or for the direct and indirect consequences, both financial and otherwise, arising out of the publication or reproduction.
4. By posting content on the website, the user gives:
  - a. to MyRoute-app a worldwide, non-exclusive, free of charge, transferable license to multiply, use, share, edit, show and process the content according to the needs of the promotion of the service, the website, the Share & Win promotion and all other company activities of MyRoute-app through different media channels including, but certainly not limited to, social media websites;
  - b. to other users of the website a worldwide, non-exclusive, royalty-free, transferable license to reproduce, use and distribute content as far as that is allowed based on the functionality of the website. In case the content concerns a GPS-route, the user gives other users of the website the right to copy this GPS-route to a GPS-system for free.

## 22. Article 22: Liability and limitation

1. A lot of attention is put into the quality of the services. Still, MyRoute-app cannot be made liable for the continuous availability of its services, the correctness of all data on the website and/or the avoidance of unauthorized usage by thirds. The website can contain technical inaccuracies and other mistakes. The website is offered in its current state and as available, without any explicit or implicit guarantee in whatever form.
2. The user is completely responsible for any usage of the service. MyRoute-app does not accept liability for any damage the user has caused to himself or thirds while taking actions that are mentioned on the website.
3. MyRoute-app is not liable for damage of any kind that is the result of MyRouteapp assuming incorrect or incomplete data that was provided by the user.
4. MyRoute-app tries to keep the services accessible 7 days a week and 24 hours per day, but can interrupt access for maintenance, updating and/or any other technical reason, among others.
5. MyRoute-app does not assume liability for damage to the user as a result of any interruption as mentioned in paragraph 4 of this article, unless the interruption is unreasonably long by fault of MyRoute-app. In this case the amount of compensation that MyRoute-app has to pay per month shall never be higher than 1 month of subscription costs.
6. MyRoute-app can in no way be made liable for loss of login data used by the user. MyRoute-app can also not be made liable for unauthorized thirds using the login data of the user.
7. MyRoute-app can never guarantee that the information on the website is correct. MyRoute-app makes all efforts to provide the correctness of these data as consistently as possible. External influences, for instance by hackers, are always possible and may lead to damaged data. MyRoute-app does not assume liability for this damaged data.
8. MyRoute-app is in no way liable for the suitability of the website for any goal whatsoever.
9. Using GPS-routes that are placed on the website by other users is completely at risk of the user.
10. MyRoute-app does not assume liability for the damage to or loss of data that is caused by telecommunication facilities.

11. MyRoute-app is never liable for indirect damage, including consequential damage, loss of win, loss of savings and damage through business interruption.

12. In case MyRoute-app might be liable for any damage, the liability of MyRoute-app will be restricted to the yearly subscription costs that the user has been charged for or to a one time compensation in case the liability concerns the Gold Lifetime subscription.

13. Any demands towards MyRoute-app that have not been transmitted to MyRouteapp in writing within 1 year after coming into existence shall fall under the statute of limitation.

23. Article 23: Force majeure

1. MyRoute-app will not be held liable for obligations within the agreement or for providing services in case it is impeded to doing this as a result of force majeure. Force majeure includes, among others: an unaccountable shortcoming of engaged thirds, the temporary unavailability or not sufficient availability of hardware, software and/or Internet or other telecommunicational connections that are necessary for delivering the services, meteorological effects, government measures, power outage, virus infection or breach of computer peace by thirds, business interruption, as well as any other situation in which MyRoute-app does not have (decisive) control.

24. Article 24: Secrecy and privacy

1. MyRoute-app and the user are obliged to secrecy for any confidential information they have received within the frame of the agreement from each other. Information will be held as confidential in case this has been communicated by the other party or it is evident from the type of information. The party receiving confidential information shall use this only for the goal for which it was provided.

2. On request, MyRoute-app can give the user access to any information that MyRoute-app stores of him. Furthermore MyRoute-app will give the user the possibility to correct or delete any incorrect information that MyRoute-app stores of him.

3. MyRoute-app processes personal data in accordance with the General Data Protection Regulation (GDPR). 4. For information about MyRoute-app's privacy policy, we refer you to the privacy declaration on the website.

25. Article 25: Security and the Internet

1. MyRoute-app makes an effort to protect its systems and the website against the unauthorized use and loss of inserted data. It is impossible to completely exclude unauthorized use and any accidental loss of data. MyRoute-app does not assume liability in case inserted data is affected, lost or used by unauthorized persons in spite of the measures taken.

26. Article 26: Applicable law and competent judge

1. Dutch law is applicable to any agreement between MyRoute-app and the user.

2. Any conflicts that might arise between the parties shall exclusively be judged by the competent judge in the Netherlands whose field of law includes the seat of MyRoute-app. The user has 1 month after MyRoute-app has referred to the clause in writing towards the user in order to choose an authorized judge for the reconciliation of the disagreement.

**MyRouteApp B.V.**

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