

General terms and conditions

General terms and conditions of MyRouteApp. Last edited on April 28th 2021.

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 the context shows otherwise:
 - 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;
 - f. **Content**: the content that is posted by the user or MyRouteApp on the website, such as a GPS route, travel report, photos or videos.

Article 2: General

1. These terms and conditions apply to the use of the website and the mobile app, all services offered on the website or the mobile app 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 and take note of the general terms and conditions on a regular base.
4. Not having read or not being aware of changes in the general terms and conditions is the responsibility of the user.
5. 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.

Article 3: Fair use

1. It is not permitted to use the services in a way that could hinder other users or otherwise affect the proper functioning of the services that MyRouteApp offers. It is also not allowed to use closed parts of the services by circumventing security measures or by using other than your own personal login details.

Article 4: Offer

1. The offer of MyRouteApp remains without obligation.
2. Prices stated in the general terms and conditions do not automatically apply to future agreements. MyRoute-app reserves the right to change prices of the offer.
3. MyRoute-app is not liable for obvious errors or mistakes in the offer, publications or on the website.

Article 5: Realization 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 into effect after the user clicked that he agrees to the terms and conditions applicable in that moment.
3. Once the agreement has been concluded, 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 by creating a support ticket.
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.

Article 6: The account

1. The user must create a username and password, so that he can log in to this website and/or mobile app. The username 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 non-transferrable.

Article 7: Gold subscription

1. If the user has taken out a Gold subscription via the website or mobile app, the user will have access to the functions specified on the website.
2. Costs will be charged to the user for using the Gold subscription. The amount of these costs is clearly stated on the website.

Article 8: Navigation subscription

1. If the user has taken out a Navigation subscription via the website or mobile app, the user will have access to the functions specified on the website.
2. Costs will be charged to the user for using the Navigation subscription. The amount of these costs is clearly stated on the website.

Article 9: MRA Video subscription

1. If the user has taken out an MRA Video subscription via the website or mobile app, the user will have access to the functions specified on the website.
2. Costs will be charged to the user for using the MRA Video subscription. The amount of these costs is clearly stated on the website.

Article 10: Types of subscriptions

1. All MyRouteApp subscriptions are offered in the form of an annual subscription and a monthly subscription.
2. The user can choose between an annual subscription and a monthly subscription.
3. Prices for the different subscription types may vary.

Article 11: Annual subscriptions

1. Annual subscriptions will be paid in one go to MyRouteApp.
2. The term of the annual subscription lasts from the moment of taking out until one year after the date of taking out.

3. The annual subscription has a fixed term and cannot be terminated in the interim by the user, unless it is manifestly unreasonable not to effectuate a request for termination. If approved, the user will be refunded the remaining amount pro rata.
4. The user can cancel the subscription during the fixed term, with the understanding that the cancellation then applies from the end of the fixed term. In that case, no automatic renewal will take place.
5. If the user does not cancel the annual subscription, the annual subscription is automatically renewed. The subscription fee is, just like the first time, debited in one go.
6. After renewal, the subscription can be canceled monthly. There is no notice period. If the subscription is canceled by the user during the automatic renewal, the user will be refunded the remaining amount pro rata. The cancellation applies from the first of the following month.
7. The pro rata of the remaining subscription fee after cancellation will be made by MyRouteApp within fourteen days after the cancellation has been received.
8. Discount codes or a volume discount can be applied to annual subscriptions. The highest discount is applied. Multiple discount codes cannot be applied to one subscription.

Article 12: Monthly subscriptions

1. Monthly subscriptions are paid monthly to MyRouteApp. The subscription fee is collected automatically on the day the subscription is taken out and thereafter on the same date every following month. The subscription fee is paid in advance for the coming month.
2. If it is not reasonably possible to collect the subscription fee on the same date in the following month, the subscription fee will be collected on the closest date.
3. The term of the monthly subscription lasts from the moment of taking out until cancellation by the user.
4. A fixed term of one month is used for the monthly subscription, calculated from the last billing date.
5. The monthly subscription can be canceled at any time. There is no notice period. If the user cancels the subscription on any date in that month, the subscription will continue until the last day before the next billing date. No money is owed to the user after cancellation.
6. If the user does not cancel the subscription, the subscription will automatically continue for an indefinite period of time.
7. Discount codes cannot be applied to monthly subscriptions.
8. A volume discount to be determined by MyRouteApp may apply to monthly subscriptions.

Article 13: Prices

1. The prices as stated on the website include VAT.
2. MyRouteApp has the right to adjust its prices from time to time. An adjustment in the price has no consequences for users with an ongoing annual subscription.
3. Obvious mistakes or clerical errors with regard to the mentioning of the price do not lead to an obligation of compliance on the part of MyRouteApp.

Article 14: Payment

1. Payment is made by means of an automatic debit.
2. For the automatic debit for users within the European Economic Zone, the user issues a SEPA authorization to MyRouteApp, by transferring 0.01 Euro to MyRouteApp once. The SEPA authorization then gives MyRouteApp the right to automatically debit the subscription fee annually or monthly.
3. Payment is made by means of an automatic bank transfer from the user to MyRouteApp.

Article 15: Right of withdrawal

1. The user has the right at all times to dissolve the agreement to take out a subscription with MyRouteApp, within fourteen days after the conclusion of the agreement. The dissolution must take place in writing or by e-mail.
2. Terminations that are addressed to MyRouteApp by email must be addressed to sales@myrouteapp.com, stating "Use of right of withdrawal".
3. If the user has indicated in writing or by email that he wishes to make use of his right of withdrawal, MyRouteApp will immediately send a confirmation of receipt to the user after receiving this notification.
4. If the user makes use of his right of withdrawal, MyRouteApp will refund the subscription fee already paid in full to the user as soon as possible, but at the latest within fourteen days after receipt of notification of termination.

Article 16: User obligations

1. When changes occur in the user data that is in possession of MyRouteApp, the user is obliged to immediately pass on these changes to MyRouteApp through his MyRouteApp account.
2. The user indemnifies MyRouteApp against any claims from third parties who suffer damage in connection with the use of the website by the user and which is attributable to the user.
3. The user is not allowed to use the website and/or the services in such a way that the correct functioning of computer systems of MyRouteApp or third parties is negatively affected or otherwise harmed, or that other users of the website are hindered or impeded as a result.
4. The user is responsible for the content that he places or has placed on the website

Article 17: Terms of use and conduct

1. The user must adhere to the following rules when using the services provided by MyRouteApp.
2. It is not allowed to:
 - a. place photos or images, or information or data that can be traced back to recognizable persons on the website who have not given permission for such placement;
 - b. create, introduce or distribute computer viruses;
 - c. post content containing pornographic, racist, vulgar, threatening, violent, insulting or material, or other material regarded as inappropriate in society;
 - d. use the service in and/or carry out or promote criminal activities;
 - e. to investigate or test the vulnerability of a computer system or network that is used by MyRouteApp in the performance of the service;
 - f. to breach the security without the user or rightful claimant of that computer or network having given permission for this.
3. When the user uses the Forum, the user must adhere to the rules of conduct and usage for the Forum. For this we refer to forum.myrouteapp.com.
4. Content posted by users on the MyRouteApp website may in no way be harmful to MyRouteApp or third parties. The user is not allowed to place content on the website that negatively affects or otherwise harms the reputation of MyRouteApp or third parties.
5. The user is not allowed through use of the website to spread information that:
 - a. conflicts with national and international law;
 - b. is contrary to good morals or to the spirit of actions and rules of conduct that apply on the internet, or to otherwise act contrary to what is customary in society;
 - c. violates the rights of third parties. It is expressly forbidden to place content on the MyRouteApp website of which the intellectual property rights are vested in a third party, at least not with the placer of that content, and this third party has not given permission for the placement of this content;

- d. is sexually or otherwise intimidating or ethically irresponsible, including in any case, but not limited to, material that violates the dignity of minors or constitutes an infringement of the right to private life and/or human dignity, as well as material that constitutes or at least encourages discrimination;
 - e. is confidential and may not be made public, or of which the user or the placer should reasonably have, or at least could have suspected, that this information is of a confidential nature and may not be made public.
6. MyRouteApp reserves the right to refuse, change or remove content at all times.
7. The services are solely intended for the personal use of individual users and may not be used for commercial purposes, unless explicit permission has been given or a further agreement has been concluded for this.
8. No advertising message may be included in content posted by users on the MyRouteApp website, unless explicit permission has been given for this or a further agreement has been concluded for this.
9. MyRouteApp has the right to remove content that is not in accordance with these general terms and conditions and rules of conduct that apply to the use of the website or the purpose of the services of MyRouteApp.

Article 18: Responsibility

1. MyRouteApp does not bear any responsibility for content submitted by users on the website and does not endorse the content or content posted by users.
2. If information placed on the website from another user is incorrect or incomplete, MyRouteApp can never be held liable for this.
3. MyRouteApp cannot be held liable for the consequences of driving with a GPS route posted by a user on the website.

Article 19: Blocking of user accounts

1. MyRouteApp has the right to block the user's account if the user or third parties abuse the website through the user's account, and if there are other irregularities or technical failures, regardless of the cause.
2. If the user does not comply with his obligations arising from the agreement, general terms and conditions or laws and regulations, MyRouteApp has the right to dissolve the agreement and block the account.
3. If the user is guilty of a criminal offense as provided for by law, MyRouteApp reserves the right to report this to the competent authorities.
4. If the user's account is blocked, the user will be notified in writing or by e-mail. Any subscription fees already paid will not be refunded.

Article 20: Share & Win promotions and other promotions on social media

1. MyRouteApp reserves the right to organize Share & Win promotions via its social media channels.
2. The Share & Win promotions are carried out in accordance with the general terms and conditions applied by the social medium on which the Share & Win promotion is organized.
3. The Share & Win promotion cannot be won consecutively by the same user. If the winner is determined by voting, the person with the second most votes wins, if the person with the most votes has already won a Share & Win promotion.
4. The conditions for participating in the Share & Win promotion will be announced via the social medium on which it takes place.
5. The prizes that can be won by the winner of the Share & Win promotion will be announced – before the winner is chosen or at least a vote takes place for it – via the social medium on which it takes place.

6. If the prize concerns an object, or at least a physical product, no rights can be derived from this. MyRouteApp is not obliged to reimburse or replace the product if the product is defective.
7. If the prize concerns an object, or at least a physical product, the relevant product will be sent to an address specified by the winner.
8. Prizes won cannot be exchanged for cash.
9. Prizes won that are not a physical object are strictly personal and non-transferable.
10. It is not possible to correspond about the results of Share & Win promotions.

Article 21: Execution of the agreement, disruption and maintenance

1. MyRouteApp will provide its services to the best of its ability and as a carefully acting professional practitioner.
2. MyRouteApp is dependent on services or networks of third parties for the provision of its services. MyRouteApp accepts no liability for damage of any nature or for whatever reason, caused by services or networks of third parties, including, but not limited to, malfunctions in the networks or infrastructure of third parties.
3. MyRouteApp is entitled to temporarily disable the service for maintenance. MyRouteApp does its best to do this at a time that causes the least possible inconvenience to its users. MyRouteApp also ensures that such decommissioning is communicated to its users in a timely manner.
4. MyRouteApp can decide to discontinue its services at any time. The user will be informed of this in a timely manner and in writing or at least by e-mail. If the user has taken out a paid subscription with MyRouteApp, then in the unilateral decision to terminate the service by MyRouteApp, the subscription fees will be credited and refunded pro rata, if possible.

Article 22: Complaints

1. Complaints about the offered and delivered services of MyRouteApp can be reported to:

MyRouteApp B.V.
Bredewater 16
2715 CA, Zoetermeer

e-mail: info@myrouteapp.com

Complaints are answered by MyRouteApp within thirty days. In the unlikely event that handling a complaint within the period of thirty days turns out to be impossible – whatever the reason – the user will be informed of the delay and, if known or reasonably possible to estimate, the duration of this delay.

Article 23: Intellectual property rights

1. Every intellectual property right, including copyright and database right, with regard to the website, the software, photos, images, drawings, texts, brands, trade names, house style and logos and where it concerns data provided by MyRouteApp to the user, remains with MyRouteApp or with its licensor. The user acquires non-exclusive usage rights. The user must respect the intellectual property rights of MyRoute-app and its licensors at all times.
2. The user is not permitted to distribute (parts of) the website, services or content that are intellectual property of MyRouteApp, at least of which the user should or could reasonably have suspected that these belong to MyRouteApp, unless MyRouteApp informs the user by means of a function on the website to enable it to be disseminated.
3. By ordering the publication or reproduction of copyright laws or any other legal regulation in the field of intellectual property, which have been made available by or on behalf of the user, the user declares that no legal regulations are being infringed and to protected rights of third

parties and he indemnifies MyRouteApp against claims from third parties or for the direct and indirect consequences, both financial and other, arising from the publication or duplication.

4. By posting content on the website, the user grants:
 - a. to MyRouteApp a worldwide, non-exclusive, free, transferable license to reproduce, use, distribute, edit, display and process the content for the purpose of promoting the service, the website, the Share & Win promotions and the other business activities of MyRouteApp through various media channels, such as, but certainly not limited to, social media channels;
 - b. to other users of the website a worldwide, non-exclusive, free, transferable license to reproduce, use and distribute the content to the extent permitted by the functionality of the website offered. If the content concerns a GPS route, the user grants the other users of the website the right to copy this GPS route to a GPS system free of charge.

Article 24: Liability and statute of limitations

1. Much attention is paid to the quality of the services offered by MyRouteApp. However, MyRouteApp cannot guarantee the continuous availability of the services it offers, the correctness of all data and information on the website and/or the prevention of unauthorized use thereof by third parties. The website may contain technical inaccuracies or other errors. The website is provided "as is" and "as available" without any express or implied warranty of any kind.
2. MyRouteApp accepts no liability if the website or the services it offers are (temporarily) unavailable.
3. The user is fully responsible for any use of the services offered by MyRouteApp. MyRouteApp is never liable for damage that the user has caused to himself or to third parties/others while performing actions listed on the website.
4. MyRouteApp is also otherwise not liable for damage incurred by the user or third parties while using the services it offers.
5. MyRouteApp is not liable for damage, of whatever nature, caused by MyRouteApp based on incorrect and/or incomplete information and/or data provided by or on behalf of the user.
6. MyRouteApp strives to keep the services accessible seven days a week and twenty-four hours a day, but can interrupt access, including, but not limited to, maintenance work, updating and/or for any other technical reason.
7. MyRouteApp is not liable for damage suffered by the user as a result of the interruption of the service, as stated in the sixth paragraph of this article, unless the interruption of the service continues for an unreasonably long time due to MyRouteApp, and this unreasonable delay is attributable to MyRouteApp.
8. In the event of an unreasonably long interruption of the service that is caused by MyRouteApp and can be attributed to it, the damage amount that MyRouteApp owes the user is at all times maximized at the subscription fee of one month.
9. MyRouteApp can in no way be held liable for the loss of the login codes applied and/or created by the user. MyRouteApp cannot be held responsible or liable for unauthorized use by third parties as a result of loss of the login codes of the user whose login codes or account are used unauthorized by third parties.
10. MyRouteApp cannot guarantee that the information on the website is correct. MyRouteApp will do everything it can to keep the accuracy of this data as consistent as possible. External influences by, for example, hackers are always possible and can lead to disrupted data. MyRouteApp is not liable for such disrupted data.
11. MyRouteApp does not in any way guarantee the suitability of the website for any purpose or use.
12. The use of GPS routes posted by users on the website is entirely at the user's own risk.

13. MyRouteApp is not liable for mutilation or loss of data as a result of sending the data using telecommunications facilities.
14. MyRouteApp is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.
15. If MyRouteApp should be liable for any damage, MyRouteApp's liability is limited to the annual subscription costs charged to the user or to the one-off fee if the liability relates to the Gold Lifetime subscription.
16. All claims against MyRouteApp that have not been submitted in writing to MyRouteApp within one year after their origin, are expired.

Article 25: Force majeure

1. MyRouteApp is not obliged to fulfill one or more obligations arising from the agreement or to provide the services if it is prevented from doing so as a result of force majeure. Force majeure is understood to mean, but is not limited to, a non-attributable shortcoming of third parties engaged by MyRouteApp, the temporary unavailability or insufficient availability of hardware, software and/or internet and/or other telecommunications connections that are necessary for the delivery of the services, weather influences, government measures that MyRouteApp is obliged to comply with, power failure, virus infection or computer intrusion by third parties, business failure, as well as any other situation on which MyRouteApp cannot exercise (decisive) influence.

Article 26: Confidentiality and privacy

1. MyRouteApp and the user are obliged to maintain the confidentiality of all confidential information, at least information that the user should reasonably suspect is confidential, which they have obtained from each other in the context of the agreement. The party receiving the confidential information will only use this information for the purpose for which it was provided.
2. On request, MyRouteApp grants the user access to all information that MyRouteApp keeps and processes of the user. In addition, MyRouteApp offers the user the option to have any incorrect or incomplete data that MyRouteApp keeps of the user corrected or removed. The Privacy Statement as published on the website applies.
3. MyRouteApp processes personal data of the user in accordance with the General Data Protection Regulation.
4. For information about MyRouteApp's Privacy Policy, reference is made to MyRouteApp's Privacy Statement as published on the MyRouteApp website.

Article 27: Security and internet

1. MyRouteApp makes every effort to secure its systems and the website against unauthorized use and loss of entered data. It is impossible to completely exclude and prevent every unauthorized use and every accidental loss of data. MyRouteApp accepts no liability if, despite the measures and efforts of MyRouteApp, entered data is still damaged, lost or used by unauthorized (legal) persons.
2. The user is responsible for his or her login details and password.

Article 28: Applicable law and competent court

1. Dutch law applies to every agreement between MyRouteApp and the user.
2. All disputes that arise between the parties will be adjudicated exclusively by the competent court in the Netherlands before the Dutch court within whose jurisdiction the place of business of MyRouteApp is located. The user has one month after MyRouteApp has invoked this stipulation in writing, to opt for settlement of the dispute before the competent court, as laid down in the competence regulation in the Dutch Civil Code.

Article 29: Other provisions

1. These general terms and conditions have been composed with care. MyRouteApp reserves the right to change the general terms and conditions in the interim. The latest version of the general terms and conditions is published on the MyRouteApp website.