

# WOOV - TERMS & CONDITIONS OF USE

Version 2.0, valid from 21-sep-2018

A copy of these Terms & Conditions can be downloaded [here](#)

When you choose to make an account and use our App, you enter into an agreement with Woov B.V. These Terms & Conditions (Terms) apply to the relationship between Woov and its Users for any use of the Woov Mobile Application (App, or Service(s)) and act as the basis of the contractual relationship between the person who uses the App (User, you) and the company Woov B.V. (Woov, we). Woov offers the use of the App under the condition that User accepts these Terms.

When you create an account, we will ask you to agree with our Privacy Policy. Our Privacy Policy can be viewed on our website ([www.woov.com/privacy](http://www.woov.com/privacy)) and via your profile settings in the app after installation.

The App is created by Woov. Woov is the exclusive owner of all (intellectual property) rights in this software and all its accompanying documentation, including, but not limited to, copyright and trademarks. Woov asserts all legal and moral rights under any jurisdiction.

## Age limitations

You must be at least 16 years old to create an account on Woov. By creating an account and using the Service, you guarantee that:

- you can form a binding contract with Woov,
- you will comply with these Terms and all applicable local, state, national and international laws, rules and regulations.

## Our services

Woov offers you a platform to explore city nightlife and festivals and to elevate your experience at music-related events in general by presenting a hassle-free, seamlessly integrated digital solution. Woov aims to answer any questions you might have surrounding these events in an efficient and effective manner in order to minimize the time you spend on your phone.

All services in the App are provided to you for free. This includes, amongst other things, a comprehensive overview of the nightlife & festival calendar in various cities and countries, the possibility to form groups and chat with your friends, all types of information regarding the events and interactive festival maps for selected events that we partner with.

## Your Account

In order to use Woov, you may sign in using your Facebook login or create an account with your phone number. If you do so, you authorize us to collect and process certain information. For more information regarding the information we collect from you and how we use it, we strongly advise you to read our Privacy Policy ([www.woov.com/privacy](http://www.woov.com/privacy)).

You are solely responsible for all activities that occur under your account. If you think someone has gained access to your account, please immediately contact [support@woovapp.com](mailto:support@woovapp.com).

## Rights Woov grants you

By using our App, you receive a royalty free, limited, non-exclusive, non-commercial license to download, install and use one copy of our App on your mobile device. By no means is our software, its source code, a copy of it or any rights attached to any of the aforementioned, transferred or sold to you. This license is limited and by using the App you agree not to:

- use the App or any content contained in the App for any commercial purposes without our written consent.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the App including, but not limited to, the software, content and source code of the App, or cause others to do so.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the App without our prior written consent.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, “data mine,” or in any way reproduce or store the content of the App.
- use, access, or publish the App programming interface without our written consent.
- use the App in any way that could interfere with, disrupt or negatively affect the App or the servers or networks connected to the App.
- upload viruses or other malicious code or otherwise compromise the security of the App.
- encourage or promote any activity that violates these Terms.
- express or imply that any statements you make are endorsed by Woov.

### Rights you grant Woov

By creating an account, you grant to Woov a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other Users (collectively, “Content”). Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other Users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Users).

You guarantee that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and you guarantee you have the right to post the Content on the App and grant the license to Woov as mentioned above.

### Platform rules

By using the Services, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by these Terms.
- spam, solicit money from or defraud any Users.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, “stalk,” intimidate, harass or defame any person.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other Users or disseminate another person’s personal information without his or her permission.
- use another User’s account.
- create another account if we have already terminated your account, unless you have our permission.

### User generated content

Users may upload and contribute content to the App, such as their location, the location and name of a “hotspot” (a specific place in the city or on the festival terrain where something special is happening), photos, messages and comments. When you upload content, you guarantee that you

possess all the necessary rights to use and upload that content, such as copyright and privacy rights, and that your content does not violate rights of third parties, applicable laws and agreements. You agree not to upload any discriminatory, pornographic, violent or any other offensive content to our app. We will not actively monitor the content on the platform uploaded or share by our Users. We can be notified that the content or information is unlawful, violating these Terms or is otherwise inappropriate. If we find that content violates any rights, laws or agreements, we may at our sole discretion and without prior notice to the relevant User disable access to such content, delete such content and/or delete the account of the User responsible for uploading such content.

When we are notified by Users or third parties of a violation of their rights or of applicable laws or agreements in uploaded content we will investigate their claim and take appropriate action depending on our findings. This may also include the aforementioned measures.

### **Third Party Services**

The Service may contain advertisements and promotions offered by third parties and links to other websites or resources. Woov is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such parties' terms will govern their relationship with you. Woov is not responsible or liable for such third parties' terms or actions.

### **Disclaimer**

Woov provides its App on an "As Is" and "As Available" basis. To the extent permitted by applicable law, Woov grants no warranties of any kind with respect to the App – including all content herein. Woov does not guarantee that (the use of) the App will be uninterrupted, secure or error-free or that content in the App will be accurate and correct. Woov takes no responsibility for any content that you or other Users or Third Parties post, send or receive through the App.

### **Limitation of liability**

In no event shall we be liable for any damages (including, without limitation, damages for loss of data or profit or due to business interruption) arising out of the use or inability to use our app and services, whether foreseeable or not and even if we or an authorized representative of us has been notified orally or in writing of the possibility of such damage.

The use of our app and our services is at your own risk. We are not liable for any content uploaded to our platform by either Users or third parties. We do not accept liability for any information provided by you that proves to be false, incorrect, incomplete or not up-to-date, including, but not limited to, information about your age, gender, origin and location.

Nothing in these Terms & Conditions shall exclude or limit our liability when it cannot be excluded or limited under applicable law.

### **Infringement and indemnification**

You agree to be solely liable for any infringements to third party's rights as a result of using our app and services. You fully indemnify us when we would be involved by a third party in a claim that is the result of your using of our app and services. This includes all costs in order to legally defend ourselves to claims of third parties, both in court and extrajudicial, as well as any direct and indirect damages - loss of profits, interruption of business and reputational damages included - arising out of or as a result of these claims.

### **Termination**

We may at any time, at our sole discretion, for no reason and without prior notice, terminate or suspend the contractual relation with the User. Upon termination of the contractual relation you are obliged to cease the use of our software immediately and uninstall all components of our software.

## Changes

We may adjust these Terms from time to time. You will be notified of any material changes in these Terms via the App. Before the new Terms will come into effect you will have to accept them. If you do not agree to the new Terms, this unfortunately means that you will have to stop using your account. The new Terms will replace any foregoing agreements between Woov and its Users.

## Promotions

Occasionally we may offer you the chance to participate in special promotions through the App. Special promotions may be governed by separate terms and conditions. If the provisions of a special promotion's terms and conditions conflict with these Terms, those separate terms and conditions shall prevail.

## Severability

Our failure to enforce any right or provision of these Terms may not be considered a waiver of those rights. Should any provision of these Terms be held invalid or unenforceable for any reason or to any extent in any jurisdiction, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions, and the application of that provision shall be enforced to the extent permitted by law.

## Governing law and jurisdiction

These Terms are governed by Dutch law. Unless otherwise required by a mandatory law of any jurisdiction, any dispute concerning these Terms, its execution and its interpretation shall be issued and adjudicated exclusively by the district court of Amsterdam, The Netherlands.

## Contact

For any questions or help, please contact us on [support@woovapp.com](mailto:support@woovapp.com)