

# Terms and Conditions of Amigos

These Terms govern

- the use of this Application, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where this Application has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

This Application is provided by:

Dutch Concepts ENT B.V.

Hooghiemstraplein 173

3514 AZ Utrecht (The Netherlands)

Owner contact email: [info@amigosapp.nl](mailto:info@amigosapp.nl)

## Information about this Application

Amigos allow a user to share their location with other users.

## Disclaimer and Conditions for using Amigos / this Application

These conditions are part of the terms and conditions you agreed to when you use the application Amigos. Therefore, you acknowledge and agree to abide by these terms. You must be over 18 years of age to use this Application unless the national laws of your country stipulate a higher age limit, which you must comply with.

## Your Obligations

This Application is designed for entertainment and fun in a relaxed atmosphere, therefore, you must never encourage, pressurize or incite other users to consume alcohol or any other narcotic substances (excessively). You must confirm and verify that everyone using this Application is over 18 or older if applicable to your country. You must use the Application responsibly and take special care to make provision for your safety and transport when using this Application. Under no circumstances may you use this Application for any commercial purpose without obtaining a license to do so from the Owner.

## Your Safety

We are not liable for any actions or omissions on your part, which result in any economic loss, personal injury or damage. It is, therefore, your responsibility to make sure that you use this Application in a safe and secure environment. Which must be free from hazards and potential risks to you and other users. As a result, you may be liable for any loss, harm or injury because of your negligence and not taking special and due care. We are neither responsible for your or other users' violation of the terms and warnings set out in these terms and conditions.

## Your Responsibility

We are not liable for any loss or damage to property or economic loss or damage, including negligence as a result of using this Application whatsoever. If you do not agree to the above conditions you must immediately delete this Application within the framework of consumer law in your jurisdiction.

"This Application" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Service.

## What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
- Usage of this Application and the Service is age restricted: To access and use this Application and its Service the User must be at least over 18 years old and an adult under applicable law.

## Terms of Use

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be at least over 18 years old and recognized as adult by applicable law;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed in any U.S. Government list of prohibited or restricted parties.

## Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by this Application.

By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

## Conditions for account registration

Registration of User accounts on this Application is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted;
- Unless otherwise specified, each User must register only one account;
- Unless explicitly permitted, a User account may not be shared with other persons.

## Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on this Application and/or via the contact details indicated in this document.

## Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.



The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## Content on this Application

Unless otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

## Rights regarding content on this Application - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on this Application, the User may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

## Content provided by Users

The Owner allows Users to upload, share or provide their own content to this Application.

By providing content to this Application, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Further insights regarding acceptable content can be found inside the section of these Terms which detail the acceptable uses.

## Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on this Application they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of this Application as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to this Application.

Users acknowledge, accept and confirm that all content they provide through this Application is provided subject to the same general conditions set forth for content on this Application.

## Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through this Application. Users acknowledge and accept that the Owner does not filter or moderate such content.

However, the Owner reserves the right to remove, delete, block or rectify such content at its own discretion and to, without prior notice, deny the uploading User access to this Application:

- if any complaint based on such content is received;
- if a notice of infringement of intellectual property rights is received;

- if this Application is used commercially;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via this Application, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through this Application.

## Removal of content from parts of this Application available through the App Store or Playstore

If the reported content is deemed objectionable, it will be removed without undue delay and the User who provided the content will be barred from using the Service.

## Access to provided content

Content that Users provide to this Application is made available according to the criteria outlined within this section.

## Publicly available content

Content meant for public availability shall be automatically made public on this Application upon upload or, at the sole discretion of the Owner, at a later stage.

Any personal data, identifier or any other information that Users upload in connection with such content (such as a User-ID, avatar or nickname etc.) shall also appear in connection with the published content.

## Private content

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

## Content for determined audiences

Content meant to be made available to specific audiences may only be shared with such third parties as determined by Users.

Any personal data, identifier or any other information Users upload in connection with such content (such as a User-ID, avatar or nickname etc.) shall also appear in connection with the content.

Users may (and are encouraged to) check on this Application to find details of who can access the content they provide.

## Access to external resources

Through this Application Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on this Application Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via this Application. If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.



## Acceptable use

This Application and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this Application and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to this Application or the Service, terminating contracts, reporting any misconduct performed through this Application or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

## Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of this Application and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices, provided that such devices are common and up-to-date in terms of technology and market standards.

The Owner reserves the right to release updates, fixes and further developments of this Application and/or its related software and to provide them to Users for free. Users may need to download and install such updates to continue using this Application and/or its related software.

New releases may only be available against payment of a fee.

The User may download, install, use and run the software on one device.

## Liability and indemnification

### EU Users

#### Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

## Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of an essential contractual obligation such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as this Application has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## Australian Users

### Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## US Users

### Disclaimer of Warranties

This Application is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable

law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.



## Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

## Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

## Common provisions

### No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

### Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

### Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

### Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Application.

## Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

## Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

## Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's



legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

## Contacts

All communications relating to the use of this Application must be sent using the contact information stated in this document.

## Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its

original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

## EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

## Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

## Exception for European Consumers

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

## Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

# Definitions and legal references

**This Application (or this Application)**

The property that enables the provision of the Service.

**Agreement**

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

**Business User**

Any User that does not qualify as a Consumer.

**European (or Europe)**

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

**Owner (or We)**

Indicates the natural person(s) or legal entity or legal entities that provides this Application and/or the Service to Users.

**Service**

The service provided by this Application as described in these Terms and on this Application.

**Terms**

All provisions applicable to the use of this Application and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

**User (or You)**

Indicates any natural person or legal entity using this Application.

**Consumer**

Any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

# Privacy Statement

## Preface

In this privacy statement we explain which data we process from you when you use our app & website Amigos. We also tell you why and for how long we process your data and what your rights are with regard to each processing. In addition, we provide information about the parties we work with and about our security policy.

We believe it is important that our services are reliable and transparent. We therefore handle your personal data discreetly and carefully and we ensure that any processing of your data complies with applicable laws and regulations.

## Person responsible for the processing of personal data

The joint controller is: Dutch Concepts ENT B.V.

## Privacy Manager

We have appointed a Privacy Manager. That is not a “data protection officer” as referred to in Article 37 of the GDPR. However, this is someone who ensures that your data is processed in accordance with the law. The duties of the Privacy Manager include monitoring and handling questions and complaints. The contact details of our Privacy Manager are: The contact details of our Privacy Manager are: Cees Luik; [privacy@amigosapp.nl](mailto:privacy@amigosapp.nl); 06 3411 5480.

## The personal data we process

As stated in Our Terms, you must be at least 18 years old to use Amigos. That is why we request that you do not provide us with any personal data if you are not yet 18 years old. Amigos therefore does not intend to collect data about users under the age of 18. However, Amigos cannot check whether a visitor is older than 18 years. If you are convinced that we have collected personal data about a person under the age of 18, please contact us via [privacy@amigosapp.nl](mailto:privacy@amigosapp.nl) and we will delete this information.



When creating an account in Amigos, depending on your use of Amigos, we may process (some of) the following data:

- Name;
- E-mail address;
- Profile picture;
- Gender;
- Date of birth;
- Location data (last known location);
- (Group) messages within Amigos;
- Accepted or denied requests from other users;
- Mobile phone number;
- Other personal data that you actively provide, for example by filling in free entry fields within Amigos.

As well as in specific cases the following special and/or sensitive personal data:

- Special personal data that you actively provide, for example by filling in free entry fields within Amigos.

## For what purpose and on what basis we process personal data

We process your personal data for the following purposes:

- To provide and operate our services and features;
- To improve our services for you and other users;
- To inform you about our service;
- Resolve disputes between you and other users.

The processing grounds are those referred to in Article 6 and/or Article 9 of the GDPR ((unambiguous) consent, agreement or legitimate interest).

## Automated decision making

We do not make decisions based on automated processing on matters that can have (significant) consequences for people. These are decisions taken by computer programs or systems, without involving a person (for example, one of our employees).

## How long we keep personal data

In general, we do not store your data longer than necessary for the purposes for which we collected your data. The retention period may be different from case to case. An example is that we have to keep a number of documents for a minimum period of time for tax or administration purposes. In those cases, we will only keep the data that is necessary to comply with our legal obligations. After the statutory retention periods, we will delete or anonymize your data.

## Sharing personal data with third parties

We do not share your personal data with third parties, unless this takes place in the context of executing an agreement with you and/or to comply with any legal obligation. Insofar as these third parties are to be regarded as processors, we have concluded a processing agreement with those third parties in which, among other things, security, confidentiality and your rights are regulated. We remain responsible for these processing operations.

We engage third parties in the above manner and grounds for the following categories of processing:

- Informing you about Amigos;
- Placing (tracking)cookies by third parties.

Your data may in some cases be transferred to recipients in countries outside the EEA. The main rule is that this is only allowed if a country offers an adequate level of protection. If there is no adequate level of protection in a country outside the EEA, we provide appropriate safeguards as much as possible so that your data is protected as well as possible. An example of this is the use of model contracts approved by the European Commission.

## Cookies, or similar techniques, that we use

We use cookies on our app & website. This is a small text file that is stored in the browser of your computer, tablet or smartphone when you first visit this website.

We use the following cookies:

- cookies with a purely technical functionality. These ensure that the website & app work properly and that, for example, your preferred settings are remembered. These cookies are also used to make the website & app work properly and to be able to optimize it.
- cookies that keep track of your surfing behavior so that we can offer customized content and advertisements. When you visit our website & app, we have already asked for your permission to place these cookies.
- (tracking) cookies placed by third parties. These are, for example, advertisers and/or social media companies. When you visit our website & app, we have already asked for your permission to place these cookies.

Depending on what you have given permission for, these (tracking) cookies process some of the following types of personal data:

- Websites visited;
- IP addresses;
- Cookie content;
- Referrer URL;
- Surfing behaviour.

We process this personal data for the following purposes;

- Showing targeted advertisements;
- Attracting (website) visitors again for conversion;
- Measuring the effectiveness of an advertisement;
- Collecting (website) statistics;
- Drawing up interest profiles;
- Showing recommendations;
- Making market analyses, target group analyzes and/or improvement of (the navigation within) the website.

We provide this personal data to the following (categories) companies or we process this personal data through the services of the following (categories) companies:

- Analytics companies, including Google and Hotjar;
- Social media companies, including Facebook, Instagram and Youtube;

We do not store the personal data resulting from these (tracking) cookies for longer than necessary for the purpose for which we collected them. This can differ per (tracking) cookie. Below is an overview of the different retention periods:

- `_capuid`: Persistent
- `_fbp`: 3 months
- `_ga`: 2 years
- `_ga_#`: 2 years
- `_gat`: 1 day
- `_gid`: 1 day
- `_hjAbsoluteSessionInProgress`: 1 day
- `_hjFirstSeen`: 1 day
- `_hjid`: 1 year
- `_hjid`: Persistent
- `_hjIncludedInPageviewSample`: 1 day
- `_hjTLDTest`: Session
- `ads/ga-audiences`: Session
- `CONSENT`: 17 years
- `fr`: 3 months
- `i18nextLng`: Persistent
- `IDE`: 2 years
- `pll_language`: 1 year
- `sessionFiltersReset`: Session
- `test_cookie`: 1 day
- `tr`: Session
- `VISITOR_INFO1_LIVE`: 5 months
- `YSC`: Session
- `yt-remote-cast-available`: Session
- `yt-remote-cast-installed`: Session
- `yt-remote-connected-devices`: Persistent
- `yt-remote-device-id`: Persistent
- `yt-remote-fast-check-period`: Session
- `yt-remote-session app`: Session
- `yt-remote-session-name`: Session
- `yt.innertube::requests`: Persistent
- `Ytinnertube::nextId`: Persistent



You can opt out of cookies by setting your internet browser so that it no longer stores cookies. In addition, you can also delete all information that was previously stored via the settings of your browser.

## Your rights (inspection, adjustment, deletion, etc.)

Below it is explained what your rights are with regard to the processing of your data.

- Right of access

You have the right to inspect your own data. This also includes the question of what the purposes of the processing are, to which parties the data is provided and what the retention periods are.

- Right to rectification

You can ask us to have your data rectified immediately. You also have the right to complete incomplete data, for example by sending us an e-mail.

- “Right to be forgotten”

You have the 'right to be forgotten.' Upon request, we will delete your data without undue delay. However, we may not always delete all your data. Sometimes the processing is, for example, still necessary for the fulfillment of legal obligations or the establishment, exercise or substantiation of claims.

- Right to restriction of processing

In principle, you have the right to have the processing of your data restricted, for example if you believe that your data is incorrect or unnecessary.

- Notice of rectification, deletion or restriction

Unless it is impossible or involves a disproportionate effort, we will notify the recipients of your data of any rectification, deletion or restriction of processing.

- Right to portability of your data

You have the right to data portability. This means that you can make a request to receive your data. You can then save this data for personal reuse. You only have this right with regard to data that you have provided to us yourself and if the processing is based on permission or an agreement to which you are a party.

- Withdrawal of consent

If the data processing is based on consent, you have the right to withdraw that consent at any time. However, the processing of your data from the period before the withdrawal remains lawful.

- Right to object

In principle, you have the right to object to the processing of your data. After your objection, we will in principle stop processing your data.

- Complaint to the Dutch Data Protection Authority or to the court.

If you believe that the processing of your data infringes the law, you can contact our Privacy Manager, but you also have the right to file a complaint with the Dutch Data Protection Authority (AP) or to go to court.

- Limitations of your rights

Sometimes we can limit your rights, for example in the context of the prevention, investigation, detection and prosecution of criminal offences, such as fraud.

You can direct any request to our Privacy Manager. To ensure that a request has been made by you, we ask you to send a copy of your proof of identity with the request. Make your passport photo, MRZ (machine readable zone, the strip with numbers at the bottom of the passport), passport number and Citizen Service Number (BSN) black in this copy. This is to protect your privacy.

## How we protect personal data

We take the protection of your data seriously and take appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure and unauthorized modification. If you have the impression that your data is not properly secured or there are indications of misuse, please contact our Privacy Manager.

## Changes

We may change this statement if developments give cause to do so, for example in the case of new processing methods. The most current privacy statement can be found on our website. We recommend that you consult this privacy and cookie statement regularly so that you are kept informed of the changes.