

Terms and Conditions for the Use of Tools2Move

Article 1 - Definitions

In these General Terms and Conditions for the use of Tools2Move ("Terms of Use"), the following capitalized terms shall have the following meanings:

"User": the natural person using Tools2Move.

"IP Rights": all existing and future intellectual property rights, including but not limited to patent rights, copyrights, neighboring rights, trademark rights, trade names, domain names, goodwill, model rights, and database rights, as well as all renewals and extensions of such or similar rights.

"Supplier": Good2Move v.o.f., a private limited company, with its statutory seat in Hilversum, registered with the Chamber of Commerce under number 76895904, and having its main office at Siriusstraat 66, 1223 AP Hilversum.

"License": the license granted by the Supplier to the User for the use of Tools2Move, as further set out in Article 8.2 of these Terms of Use.

"Parties": the Supplier and the User.

"Personal Data": any information relating to an identified or identifiable natural person.

"Tools2Move": the mobile application that includes various practical tools to enhance and enjoy activities. Detailed information on the functionalities of Tools2Move can be found at www.tools2move.app.

Article 2 - Applicability

2.1 These Terms of Use apply to the User's access to and use of Tools2Move.

2.2 The use of Tools2Move and the services provided by the Supplier or third parties through Tools2Move are expressly subject to the condition that the User accepts these Terms of Use for the provision of these services. By using Tools2Move, you acknowledge that you agree to these Terms of Use. If you partially or completely disagree with these Terms of Use, you may not use Tools2Move.

2.3 The Supplier reserves the right to unilaterally supplement, amend, and/or replace these Terms of Use. The Supplier will inform the User in a timely manner about such supplements, amendments, and/or replacements. The User can stop using Tools2Move and remove Tools2Move from their device at any time. The most recent version of the Terms of Use can be found at www.tools2move.app.

Article 3 - Tools2Move

3.1 Tools2Move is a mobile application that includes various practical tools to enhance and enjoy activities. Detailed information on the functionalities of Tools2Move can be found at www.tools2move.app.

3.2 The User must grant Tools2Move access to their camera to partially use Tools2Move.

3.3 Tools2Move can be found on the Apple App Store and the Google Play Store, and the download and use of Tools2Move may be subject to Apple Inc.'s and Google Ireland Ltd.'s general terms and conditions. We advise the User to read these general terms and conditions.

3.4 The Supplier is entitled to transfer Tools2Move or parts of Tools2Move and/or their rights and obligations arising from these Terms of Use to a subsidiary or unrelated company, where the User grants prior consent for this.

3.5 For any questions or complaints regarding Tools2Move, you can contact the Supplier at +31(0)651195231.

Article 4 - Availability and Changes

4.1 The Supplier cannot guarantee that Tools2Move will always be available or operational without interruptions, errors, or defects, nor can it guarantee that the information provided in Tools2Move is complete, accurate, and/or up-to-date.

4.2 The Supplier reserves the right to modify, maintain, and/or temporarily disable Tools2Move or parts thereof at any time, which may lead to changes in the content, functionalities, and/or other parts of Tools2Move and/or temporary termination of the provision of Tools2Move, without the User being entitled to any rights from this and without the Supplier being obliged to compensate any damages.

4.3 The Supplier is entitled to make new versions of Tools2Move available. The Supplier advises the User to download and use the latest version of Tools2Move. The Supplier is not obligated to continue offering and/or supporting older versions of Tools2Move.

4.5 The User is responsible for creating backups of the information and data entered into Tools2Move.

4.6 The Supplier reserves the right to remove, announce, or otherwise handle information, data, and/or other materials and/or statements entered into Tools2Move.

4.7 The Supplier may and is entitled to use the User's data entered into Tools2Move for commercial purposes, including but not limited to sharing information with third parties or otherwise, about new or other products and/or services and/or other information relating to physical education, or other information relevant to users. To the extent that this concerns Personal Data, Article 10 of these Terms of Use applies.

Article 5 - User's Obligations

5.1 The User is not entitled to decompile or reverse-engineer Tools2Move.

5.2 The User shall comply with the following obligations:

- a. The User shall not implement or place viruses and/or other files in Tools2Move that may damage Tools2Move or its functionality and/or availability;
- b. The User shall not perform actions that may lead to an interruption or restricted or unforeseen use of Tools2Move;
- c. Commercial use of data originating from and/or displayed in Tools2Move, including but not limited to screen scraping, is prohibited unless the Supplier has granted written permission for this;
- d. The User shall use Tools2Move with care; and
- e. The User shall not engage in activities that the User knows or reasonably should know qualify as unauthorized or unauthorized use of Tools2Move.

Article 6 - Access to Tools2Move

6.1 The username and password used to access Tools2Move are non-transferable, strictly personal, and for the User's use only.

6.2 The User shall immediately notify the Supplier in writing if they suspect unauthorized access to Tools2Move.

6.3 The User may request the Supplier to block their username and/or password.

6.4 The Supplier is entitled to refuse or temporarily deny the User access to Tools2Move, also in the event that the Supplier reasonably suspects that the User has not fully or partially complied with their obligations under Article 5 of these Terms of Use.

Article 7 - Costs

7.1 There are no costs associated with the use of the basic version of Tools2Move. Costs may be charged if a version other than the basic version is purchased. These costs will be arranged through an in-app purchase and in accordance with the applicable terms of use for that version.

7.2 Any costs for the use of mobile data and/or internet connection of the User shall be borne by the User.

Article 8 - License and IP Rights

8.1 All IP Rights relating to Tools2Move, including the underlying software, images, graphic materials, logos, sounds, texts, and layout, data, other content, and combinations thereof, are exclusively owned by the Supplier and/or its contractors and/or affiliated partners. Without prior written consent from the Supplier, copying, publishing, or exploiting Tools2Move or parts of Tools2Move and/or its IP Rights and using them in a manner other than provided for in these Terms of Use is prohibited. These Terms of Use do not affect the transfer of ownership of any IP Rights.

8.2 By accepting these Terms of Use, the Supplier grants the User a limited, non-exclusive, revocable, and royalty-free license to use

Tools2Move (the "License"), which the User hereby accepts.

8.3 The User is not entitled to grant a sublicense or transfer the license to a third party without prior written consent from the Supplier.

8.4 The User shall not file, register or attempt to register, and/or otherwise attempt to obtain the IP Rights and/or other rights relating to or similar to Tools2Move.

8.5 The User shall promptly notify the Supplier in writing of any possible infringements and/or claims concerning the Supplier's IP Rights of which the User is aware.

8.6 The User shall not take any steps in the event of an infringement and/or claim, suspected or otherwise, regarding the Supplier's IP Rights as set out in Article 8.5, but commits to fully cooperate with the measures taken by the Supplier to protect its IP Rights, both judicially and otherwise.

Article 9 - Confidentiality

9.1 The User shall make efforts to ensure that no third parties learn or obtain confidential information of the Supplier. The above does not apply if the User can demonstrate that such information is already publicly available through means other than a breach of this

confidentiality obligation, or if a legally authorized body requires the User to disclose such confidential information.

Article 10 - Privacy

10.1 Personal Data of the User is processed when using Tools2Move. The Supplier has described the use of the User's Personal Data in its privacy statement, which can be found at: [www.tools2move.app]. This privacy statement applies to the use of Tools2Move.

10.2 Without prejudice to the provisions of Article 10.1, the User hereby and/or by using Tools2Move expressly grants the Supplier permission to provide their Personal Data and/or other data to the Supplier's commercial partners for commercial purposes, including but not limited to making offers, sending information, or improving their own products.

Article 11 - Liability and Indemnification

11.1 The Supplier is not liable for information, data, and/or materials, nor for their accuracy, made available by a User and/or third parties through Tools2Move.

11.2 The Supplier is not liable for any damages or costs suffered by the User or third parties, for whatever reason, due to the use of and/or any impossibility to use Tools2Move or parts thereof.

11.3 The Supplier is not liable for any damages or injuries resulting from the use of Tools2Move or references to other websites, information, or social media through, for example, hyperlinks or banners or any other method. The Supplier is not liable for the use, content, and/or operation of such external information.

11.4 The liability limitations in this clause shall not apply if the liability for damages results from intent or gross negligence on the part of the Supplier.

11.5 The User indemnifies the Supplier against all possible claims from third parties arising from the use of Tools2Move, failure to fulfill their legal and/or contractual obligations, or incorrect performance thereof, with respect to the Supplier, another Tools2Move User, or a third party.

Article 12 - Duration and Termination

These Terms of Use come into effect at the moment the User agrees to them. These Terms of Use are concluded for an indefinite period and remain in force as long as the User has an account and/or access to Tools2Move.

Article 13 - Consequences of Termination

The User is responsible for exporting or copying the information obtained through the Supplier and/or stored in Tools2Move. If the User does not inform the Supplier within one month of the termination of the Terms of Use of the assistance they wish to receive regarding the transfer of this information, the Supplier reserves the right to destroy this information as entered into Tools2Move without prior written notice.

Article 14 - Governing Law and Jurisdiction

14.1 These Terms of Use are governed by Dutch law. This choice of law does not affect the User's protection based on the mandatory law of their country of residence.

14.2 All disputes arising from or related to these Terms of Use or their execution shall be exclusively submitted to the competent court in the Middle-Netherlands district, the Netherlands.