



TuneKey® app user terms and conditions June 2015

In this agreement, you will find the terms and conditions of use of the app and/or website of TuneKey® (hereinafter together referred to as the "app"). These are made available by TuneKey including through third-party operated sales platforms such as the App Store of Apple Inc. or Google Play of Google Inc. (hereinafter referred to as "sales platform") for the relevant local market ("area").

Use of the sales platform is not covered by this agreement but under the applicable terms of use and guidelines of the operators of the relevant sales platforms.

By using the app, you accept this agreement with its terms and conditions.

1. Intellectual property rights

The app and its content are protected under intellectual property rights including copyrights, trademark rights and patent rights of TuneKey and the use of the app is limited to the license described in this agreement.

2. Grant of limited license

TuneKey hereby grants to you a limited, revocable, non-transferable and non-exclusive license to install and use the app, and the contents thereof, in the area and during the contract period laid down in article 4, for the number of devices mentioned in the terms of use of the relevant sales platform, solely for personal, non-business use. You may not use the app for other than the purposes set out in this agreement. In particular, you are not permitted:

- To transmit, distribute, sell, rent, lend or sublicense, or to publish, distribute or publicly exhibit the app (or content) to third parties – this means among other things that you may not make available your device and/or login information of your app to another person/ party;
- To install the app on more devices than those specified in the relevant terms and conditions of the operator of the sales platform;
- To use the app on two or more devices at the same time, unless this is expressly permitted by the terms of use by the operator of the sales platform;
- To copy in whole or in part, to decompile, disassemble, reverse engineer, translate, modify or alter the app, to figure out the source code of the app or to manufacture derivative works of the app.

3. Technical conditions

You are responsible for your access to the sales platform, the necessary internet connections and access to a device with the required version of the operating system. An internet connection is necessary to be able to download the app and/or be able to use the app once it is downloaded. If you download and use the app, you are responsible for all fees and charges and for all fees for the internet and mobile connections and for all costs of needed installations and other necessary equipment.

4. Term and termination

4.1. This agreement has a term of at least one year from beginning and/or as long as you use the app and the agreement is not terminated. In the case of a pilot or beta-app this agreement is entered into for the duration of the pilot or that the beta version of the app is available. All licenses granted under this agreement for the app end at the time of termination of this agreement and from that moment, you can no longer use the app.

4.2. TuneKey may terminate this agreement after a year from beginning and at all times in the event of a valid reason including any failure in the fulfilment of this agreement by you, such as a violation by you of the provisions of article 2, and in case of technical or economic reasons of TuneKey.

5. liability of TuneKey

5.1. TuneKey's liability is excluded and, if liable TuneKey's liability is in any event limited to the fee that you paid for the app and up to a maximum of € 1.- (one Euro). TuneKey is in no event liable for any indirect and/or consequential damages. As far as in accordance with the applicable compulsory law.

5.2. The app is offered and provided without any warranty. TuneKey disclaims and does not guarantee, among other, error-free operation of the app, continuous availability of the app, data retention, accuracy, correctness or completeness of the content of the app, absence of viruses and/or no loss of data or no data theft.

5.3. TuneKey is not responsible nor liable for error-free transmission of the app by the relevant sales platform. In addition, TuneKey is not responsible for events that occur in the risk atmosphere/ domain of the operator of the sales platform, a third party or yourself. In particular TuneKey is not liable for incompatibility in case of change of the operating system of the compatible device, for the availability of the app or of individual features of the app in the event of a change of the contract and/or technical conditions of the sales platform, for failures caused by products and/or services provided by third parties, for incompatibility with third party products and/or services, and for the loss of data.

5.4. TuneKey is not responsible for loss caused by a downloaded app and/or data. TuneKey is not responsible and assumes no liability if you remove your app (and/or individual elements thereof) from your compatible device or if the app for other reasons is no longer available on your compatible device due to your fault or of a third party. In particular TuneKey is not obliged to make available the app to you again. In such a case any guaranty is also excluded.

5.5. TuneKey is not obliged to carry out maintenance of the app and/or updates. TuneKey, however, is entitled to modify or update the app in which case other technical framework conditions and conditions of contract may apply such as other and/or additional fees. TuneKey reserves the right to change its pricing policy for the app.

6. Modification of these terms and conditions

TuneKey can change and supplement these terms and conditions from time to time. The latest version is available on the website of TuneKey (www.tunekey.info). If you do not agree with changes to these terms and conditions you can stop using the app and terminate your registration. In case of invalidity of any provision of this agreement the other provisions of this agreement remain in force and retain their operation.

7. Applicable law

This agreement and all claims that may arise under this agreement shall be governed by the laws of the Netherlands with the exclusion of its conflict of law provisions. The competent court in Amsterdam in The Netherlands shall have exclusive jurisdiction with regard to any disputes that may arise in connection with this Agreement. As far as in accordance with the applicable compulsory law.

TuneKey® is part of @app BV (@app®/ atapp®)
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