

# TERMS OF USE MOBILE APPLICATION "RITMETER" AND [RITMETER.NL](https://ritmeter.nl) 1 OCTOBER 2022

## Introduction

These Terms of Use are applicable to both the use of the mobile application "RitMeter" (**RitMeter**) and the website [ritmeter.nl](https://ritmeter.nl) (**RitMeter Website**) and all information, data, services and deliveries that are offered via RitMeter and/or the RitMeter Website (**Services**).

RitMeter, the RitMeter Website and the Services are offered to you by Simoso B.V. (private company), registered in the Trade Register of the Chamber of Commerce for Amsterdam under number 75975254, having its seat of business at Waarderweg 19-I, 2031 BN, Haarlem, the Netherlands (**Simoso**).

## 1. Registration RitMeter

To be able to make use of RitMeter you must register yourself, free of charge, on the RitMeter webserver.

Upon registration you must state your personal data, your e-mail address, a password chosen by you. This data will be processed by RitMeter.

If you after registration you do not use (anymore) RitMeter during a period of three (3) months, you will automatically be de-registered and you will be denied access to RitMeter, the RitMeter Website and your User Account (as defined below).

Simoso reserves the right to refuse a registration. Simoso shall notify you as soon as possible of a refusal of your registration.

If Simoso approves your registration, Simoso will then send you a confirmation e-mail for the verification of your e-mail address to the e-mail address stated by you on the registration form. After verification by you, you are registered from that moment.

## **2. User Account**

If you have registered on the RitMeter webserver, a User Account will be allocated to you (**User Account**). This User Account is strictly personal and not transferable.

Your User Account will be linked to the e-mail address and password stated by you. Except for by means of RitMeter you have also access to and insight in your User Account via the RitMeter Website.

## **3. E-mail address and password**

You are responsible for the confidentiality of the password, the e-mail address stated by you and for the activity that takes place on your User Account. You must immediately report in writing loss, theft or (the suspicion of) abuse or improper use of the password and/or the e-mail address stated by you by a third party direct to Simoso.

You can change your password via the RitMeter Website.

## **4. Use RitMeter**

To make use of RitMeter you must have the disposition over a mobile phone that meets the characteristics stated by Simoso.

Simoso is not liable for the functioning of your mobile phone (including the GPS of your mobile phone) and other data traffic and/or for the costs that are connected to the use of your mobile phone (including the GPS of your mobile phone) and with other data traffic in connection with or deriving from the use of RitMeter.

You are responsible for the input on your User Account and the correctness, preciseness, completeness and/or usability of the data in your User Account and for the distinction introduced herein between kilometres driven for business, commuting and privately.

You explicitly give Simoso hereby permission to access the (location) data of the GPS of your mobile phone and to store and process these (location) data in connection with the use of RitMeter.

Simoso is not liable for the correctness, preciseness, completeness and/or usability of the (location) data retrieved from the GPS of your mobile phone in connection with the use of RitMeter.

Simoso emphatically rejects other conditions such as general conditions, purchase conditions, or sales conditions and declares applicable its own conditions to the use of the applications.

## **5. Retention period and retention period in the context of the data protection directive GDPR**

In accordance with the fiscal mandatory retention, Simoso will retain the data of your User Account during a period of seven (7) years. During the first three (3) years of these period this data shall, upon your request, be made available to you. During the last four (4) years of this period this data shall be made available upon your request and against payment of costs by Simoso to you. After the period of seven (7) years mentioned above, the data of your User Account is no longer available.

In accordance with the general data protection regulation, Simoso will keep your data for as long as you have a subscription with Simoso. After the notice period, Simoso will continue to keep your data for three (3) more years in connection with an overrun-term, without prejudice to the statutory fiscal obligation pursuant to the term established by law.

## 6. Subscription

On the RitMeter Website you can subscribe to a weekly and/or monthly overview of the kilometres registered on your User Account and the rides corresponding therewith (**Reporting**) to be received per e-mail on the e-mail address stated by you (**Subscription**).

If you don't take a Subscription, then Simoso has the right to deny you access to RitMeter, the RitMeter Website and/or your User Account.

Simoso offers a trial period of six (6) weeks to try out the options of the RitMeter reporting.

## 7. Reports

The Reports are composed in compliance with the requirements that the Netherlands' Tax Authority ("Belastingdienst") sets thereto.

The Reports will be provided only once to you and will be made available directly during a period of three (3) year to you on your User Account. After this period the Reports will be made available upon your request and against payment of costs by Simoso to you.

## 8. Termination

The Subscription is concluded for an undefined period unless otherwise stated in writing.

In case of subscriptions for an undefined period you can, after the first expiry date, terminate your Subscription observing a notice period of one (1) month by sending an e-mail to [info@ritmeter.nl](mailto:info@ritmeter.nl).

Simoso can terminate your Subscription after observing a notice period of one (1) month by sending of an e-mail to the e-mail address stated by you, if Simoso decides to no longer offer this Subscription respectively the Service to which the Subscription relates.

## 9. Price and payment

The prices that are stated on the RitMeter Website are inclusive of VAT unless stated otherwise. The prices are at all times under the precondition of price changes.

Your Subscription must be paid via the payment service such as that is made available by Simoso. For this you must pass on the details of the payment method of your preference, invoice and postal address (if applicable) and/or all other details that are necessary to process your Subscription.

If for whichever reason payment via the payment service is not successful, then Simoso shall send you, per email or post, an invoice for the due amount, which subsequently must be paid within thirty (30) days after the date of the invoice.

Simoso can terminate your Subscription with immediate effect and without notification of default, if (i) you do not comply with these Terms of Use or (ii) payment via the payment service after two attempts thereto remains unsuccessful.

In case of non-payment or of non-full payment, you fall into default after expiry of the aforementioned payment term and Simoso will have the right, without any further summation or default notice, to charge you the statutory interest until the date of full settlement, and all matters without prejudice to the further rights falling to Simoso.

If you fall short in the fulfilment of one or more obligations towards Simoso, all reasonable costs incurred to obtain settlement – judicially and extra-judicially – will be borne by you, whereby the extrajudicial costs will fall to you as stipulated by law in the bracket scheme for extrajudicial costs, with a minimum amount of € 40.

You do not have the right to suspend and/or set off your obligations with regard to Simoso.

In case of liquidation, bankruptcy, dissolution, effective termination of business, or of suspension of payment on your part, the claims of Simoso become immediately payable.

## **10. Direct Debit**

### Payment date

If you choose to settle your subscription dues by way of direct debit, depending on the subscription term selected, payment will be collected by direct debit as follows:

- In case of a monthly subscription, one (1) week before the new subscription period becomes effective;
- For all other subscription terms, one (1) month before the new subscription period becomes effective.

### Non-timely payment

In case the direct debit, for whatever reason, has not been realised (for example because the direct debit order was refused or reversed), you will have to provide for payment yourself before the effective date of your new subscription period. Before expiry of your current subscription, a reminder will be sent to you by e-mail with the request to settle the payment directly, whereby the amount due is increased by € 5 (excl. VAT) in reminder charges. You must have transferred this amount before the start of the new subscription period. If no payment has been provided, your access to the reporting on the RitMeter website will be denied until payment has been settled.

If a direct debit order does not succeed repeatedly and the payment is not settled either by separate invoice, Simoso will deny you access to your account, including all associated reporting. All claims outstanding at that moment become immediately payable.

## **11. Intellectual property rights**

To you a not-exclusive and not-transferable right will be granted to download RitMeter and to use it on a mobile phone designated in advance, which meets with the characteristics stated by Simoso.

On any desired moment Simoso can cease the offering of the Services and herewith also shall end your right to make use of RitMeter, the RitMeter Website and your User Account. On the moment of termination of the right of use you shall not use RitMeter anymore and remove it permanently from your mobile phone.

All intellectual property rights with regard to RitMeter, the RitMeter Website, your User Account and/or the other Services, including

those with regard to the programs, texts, images and sounds belong to Simoso and/or to the person of whom Simoso has acquired a license.

You may solely apply for personal, and no commercial use of all information and data of your User Account, that are called for, processed, stored, disclosed or multiplied with the aid of RitMeter and/or via the RitMeter Website and are made available to you.

Animations, films, prints or application screens made with the aid of RitMeter and/or the RitMeter Website may solely be applied for personal, not-commercial use.

You are not permitted to use RitMeter in a manner that can damage, limit, overload or harm the Services. Also you are not permitted to use RitMeter in a manner that can damage, limit, overload or harm the use of RitMeter by other parties.

You may not distribute and/or make available RitMeter in whichever manner and you may not connect RitMeter on a network because of which other equipment than your mobile phone could make use of RitMeter. You may not multiply, modify, review or make available RitMeter to third parties in whichever manner.

All information, data, content, software programs that are available on or via the RitMeter, the RitMeter Website, your User Account and/or the other Services, are protected by copyright. You are forbidden to change, copy, distribute, send, display, publish, sell, license or to use for derivative works that information, data, content, software programs otherwise than for personal, not-commercial use.

It is forbidden to use RitMeter and/or the RitMeter Website for any other mobile application or internet site.

You agree to use RitMeter, the RitMeter Website, your User Account and/or the other Services solely for legal purposes. It is not permitted to undertake any action that undermines the security of RitMeter, the RitMeter Website, your User Account and/or the other Services, hinders the access to RitMeter, the RitMeter Website, your User Account and/or the other Services or otherwise causes damage thereto.

Otherwise than in connection with the use of RitMeter described in these Terms of Use, you may add or remove or change anything to or from RitMeter, the RitMeter Website, your User Account and/or the Services or trying to get access to Services that are not destined for you. You agree not to use RitMeter, the RitMeter Website, your User Account and/or the Services in a manner that is contrary to the rights of third parties.

## **12. Privacy**

The personal data that you provide via RitMeter to Simoso, will be processed by Simoso in compliance with the privacy law General Data Protection Regulation (GDPR).

Without your prior permission the data of your User Account (including the registered kilometres and the rides and location corresponding therewith, not being your personal data) and/or Reports shall not be made available to third parties, unless on the basis of a mandatory stipulation in the law.

You hereby give Simoso explicit permission to use your personal data that you provide via RitMeter to Simoso and/or the data of your User Account (including the registered kilometres and the rides and location corresponding therewith) for the benefit of the development of new Services, to better fine-tune the characteristics, the functioning and the support of RitMeter, the RitMeter Website, your User Account and/or the other Services and to offer you extra information and options in connection with or deriving from RitMeter.

Simoso uses your personal data that you provide via RitMeter to Simoso and/or the data of your User Account (including the registered kilometres and the rides and location corresponding therewith) to you per e-mail to the e-mail address stated by you, to inform you about new updates, upgrades, supplements, maintenance and availability of RitMeter, the RitMeter Website, your User Account and/or other Services.

### **13. No warranties**

Although Simoso strives for an uptime of 99%, Simoso cannot warrant that RitMeter, the RitMeter Website, your User Account and/or the other Services shall function error-free or uninterrupted. Limitations in phone exchange and/or limited signals with regard to the internet and/or the GPS of your mobile phone can for instance be of influence to the functioning of RitMeter. Simoso has a best effort obligation to let the service function as well as possible and to that extent is not bound by a results obligation.

Simoso rejects any warranty, explicitly or tacitly, including among others warranties with regard to suitability for a certain purpose or the warranty with regard to the functioning of RitMeter, the RitMeter Website, your User Account and/or the other Services.

Although Simoso observes due care, Simoso does not warrant that the information and data delivered to you by or in connection with RitMeter are correct, precise, complete and/or usable. Calculation errors may for instance occur by local environment factors and incomplete or incorrect data.

Simoso secures the RitMeter Website, your User account and/or the other Services with due care and according to contemporary standards. However, Simoso cannot rule out that information related to the use of RitMeter may be intercepted during transmission. Through encryption of the data, the information obtained in this way will not be traceable, readable and/or usable.

## **14. Exclusion of liability and safeguard**

You make use on a voluntary basis of RitMeter, the RitMeter Website, your User Account and/or the other Services.

Simoso is towards you or any third party liable in no manner whatsoever for damage and/or costs of whichever nature (including but not limited to - loss of data or information, tax claims, functioning or costs of data traffic), that are connected with or derive from the access to or the use of RitMeter, the RitMeter Website, your User Account and/or the other Services or the impossibility to make use thereof. Also you safeguard Simoso for any liability towards third parties for damage and/or costs of whichever nature that are connected with or derive from your use of RitMeter, the RitMeter Website, your User Account and/or the other Services.

Simoso is towards you or any third party liable in no manner whatsoever for damage and/or costs of whichever nature, that are connected with or derive from the use of electronic means for communication with RitMeter, the RitMeter Website, your User Account and/or the other Services, including but not limited to - damage as a consequence of non-delivery or delay in the delivery of electronic messages, interception or manipulation of electronic messages by third parties or by programs or equipment used for electronic communication and transmission of computer viruses.

Simoso is towards you or any third party liable in no manner whatsoever for damage and/or losses, of whichever nature, caused by the trust that you have put in the information and data made available to you via RitMeter, the RitMeter Website, your User Account and/or the other Services. It is your responsibility to evaluate the preciseness, correctness, completeness and/or usability of these information and data and to report each impreciseness, incorrectness, incompleteness and/or non-usability thereof direct in writing to Simoso.

Simoso is at all times authorised to change, remove, suspend or terminated the accessibility or the content of RitMeter, the RitMeter Website, your User Account and/or the other Services. Simoso is towards you or any third party liable in no manner whatsoever for damage and/or costs of whichever nature as a consequence of any of these measures.

## **15. Links to websites of third parties**

The RitMeter Website contains links to websites of third parties. Simoso cannot warrant the content and the functioning of websites of third parties and as well as the quality of possible products or services that are being offered thereon. Simoso is not liable towards you or any third party in any way whatsoever for damage and/or costs of whichever nature, that are connected with or derive from the content, the use or the availability of websites of third parties.

## **16. Cookies**

The RitMeter Website makes use of “cookies” to collect data over the visitors of the RitMeter Website and the users of the services of Simoso and to modify and make personal the RitMeter Website for the visitors. A “cookie” is a small text file that is placed by the RitMeter webserver on the hard disk of your computer and is used by the RitMeter Website to identify your computer each time when you visit the RitMeter Website. Simoso uses cookies to store your preferences and other related information. Simoso does not use cookies to collect other information from your computer. Cookies can be removed by following the directions of the help file of the internet browser. If you choose to de-activate the cookies, then it is possible that certain parts of the Ritmeter Website will not function properly.

## **17. Changing Terms of Use and conversion**

Simoso reserves the right to change these Terms of Use. These changes shall be made known on the RitMeter Website. The changed Terms of Use come into force from the moment that they are stated on the RitMeter Website. Therefore, Simoso advises you to consult from time to time [ritmeter.nl](http://ritmeter.nl) for the most recent version of these Terms of Use.

If one or more of the provisions in the General Conditions are void or are annulled, the other provisions remain effective. Simoso will then enter into consultations with you to establish new provisions, whereby the purpose and tenor of the original provisions will be observed as much as possible.

## **18. Applicable law and disputes**

These Terms of Use are governed by the Laws of the Netherlands. All disputes connected with or deriving from these Terms of Use shall be resolved by the competent court in Noord-Holland, the Netherlands.