

Terms and conditions for RunningDinner.app

The service "RunningDinner.app" is offered over the internet in the form of Software-as-a-Service by the company VMH BV. The use of RunningDinner.app is subject to the below terms and conditions. Using RunningDinner.app constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by VMH BV.

Article 1. Use of the service

- 1.1. With RunningDinner.app, you can Planning a progressive dinner by <https://runningdinner.nl>.
- 1.2. To use RunningDinner.app, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. VMH BV may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified VMH BV that someone else knows your password.
- 1.4. RunningDinner.app processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of VMH BV for more information.

Article 2. Terms of use

- 2.1. It is not permitted to use RunningDinner.app for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2. Should VMH BV discover that you violate any of the above, or receive a complaint alleging the same, then VMH BV may intervene to end the violation.
- 2.3. If in the opinion of VMH BV the continued functioning of the computer systems or network of VMH BV or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of

e-mail or other data, leaks of personal data or virus activity, VMH BV may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

- 2.4. VMH BV is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition VMH BV is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these terms and conditions, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.
- 2.5. VMH BV may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless VMH BV from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

- 3.1. VMH BV uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2. VMH BV actively maintains RunningDinner.app. In case maintenance is reasonably expected to negatively impact availability, VMH BV carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.
- 3.3. VMH BV may from time to time adapt RunningDinner.app. Your feedback and suggestions are welcome but ultimately VMH BV decides which adaptations to carry out (or not). VMH BV shall announce planned adaptations at least thirty days in advance.

Article 4. Intellectual property

- 4.1. The service RunningDinner.app, the accompanying software as well as all information and images on the website is the intellectual property of VMH BV. None of these items may be copied or used without prior written permission of VMH BV, except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). VMH BV receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.
- 4.3. If you send information to VMH BV, for example a bug report or suggestion for improvement, you grant VMH BV a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

- 4.4. VMH BV shall refrain from accessing data you store or transfer using RunningDinner.app, unless this is necessary for a good provision of the service or VMH BV is forced to do so by law or order of competent authority. In these cases VMH BV shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

- 5.1. The use of RunningDinner.app is subject to a fee which is due every year. The fee must be paid in advance.
- 5.2. Payment is possible through direct debit order, via iDeal online payment, by creditcard, or as explained further on the website.
- 5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

- 6.1. Except in case of intentional misconduct or gross negligence the liability of VMH BV shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2. VMH BV in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3. Damages may only be claimed if reported in writing to VMH BV at most two months after discovery.
- 6.4. In case of force majeure VMH BV is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

- 7.1. This agreement enters into force as soon as you first use the service and then remains in force for a year.
- 7.2. After this period the agreement is silently renewed with successive terms of the same period. If you entered into this agreement as a consumer, you may after the first silent renewal terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement by the end of the term indicated in the previous clause with a notice period of two months.

- 7.3. VMH BV is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event VMH BV shall first send a reminder mail to the e-mail address connected to your account.
- 7.4. You can export the data you store or process using the service at any time through the service interface.

Article 8. Changes to terms

- 8.1. VMH BV may change or add to these terms and conditions as well as any prices once every calendar year.
- 8.2. VMH BV shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3. If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of RunningDinner.app after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with RunningDinner.app shall be brought before the competent Dutch court for the principal place of business of VMH BV.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the RunningDinner.app service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by VMH BV shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. VMH BV is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of RunningDinner.app or the associated business activities.