

# General Terms and Conditions α.s.r. Vitality cycling app

The a.s.r. Vitality bicycle app (hereinafter: app) helps you to register your bicycle movements (in an automatic way). Before you can use the app, you must agree to the Terms of Use. If you do not agree with or comply with these terms and conditions, you must refrain from downloading and installing the app or stop using the app and uninstall the app.

1. These general terms and conditions have been drawn up by ASR Vitaliteit & Preventieve Diensten B.V. ASR Vitaliteit & Preventieve Diensten B.V. has its registered office at Archimedeslaan 10, 3584 BA Utrecht and is registered with the Chamber of Commerce under number 51064960. ASR Vitaliteit & Preventie Diensten B.V. (hereinafter: a.s.r. Vitality) is the owner, manager and licensor of the app.
2. The terms and conditions for using the app, the Terms and Conditions of a.s.r., Vitality and the privacy statement of a.s.r. Vitality apply to the use of this app.
3. This app is for personal use on a smartphone owned or controlled by you. You can only use the app on a smartphone that has the iOS (version 10 or higher) or Android (version 6.0 API level 23 or higher) operating system. When you sell, lease, lend or otherwise make your device available to a third party, you must ensure that the installed app is not used by this third party.
4. You must be over 18 years old to use this app.
5. You are responsible for your activities and behavior while using the app. Use the app safely and not while cycling.
6. It is not allowed to use the app on multiple smartphones at the same time.
7. You are responsible for the correct download, installation and functioning of the app.
8. You have a right of use (licence) on the app and therefore no property right. You may not sell, rent, lend or make available to others the app or any part of it. No rights can be derived from using the app.
9. The app, including all applications, is copyrighted. All rights not expressly granted are reserved. Unlawful reproduction, transfer, distribution or storage of all or part of the content, in any form, without the prior written consent of a.s.r. Vitality is prohibited.
10. The app is a product name of a.s.r. vitality. Other product and company names used in the app may be trademarks of their respective owners. By making the app available, we do not grant any license or right to use the brands mentioned within the app.
11. The app does not include the provision or functioning of the telecommunication devices, such as the smartphone, nor the provision of telecommunication services, in particular internet or online connectivity.
12. To function correctly you must have access to a data bundle and give the app permission to use the GPS and motion sensors of your smartphone. You need to keep these facilities run during use. The costs of the use of data are for your own expenses.
13. You are responsible for setting up your smartphone correctly, so that registration of movements can take place. Explanation and tips for this can be found in the app under 'Frequently asked questions'.
14. For the correct functioning of the app, the user must in such cases:
  - a. Disable restrictive or blocking services from the smartphone supplier and/or operating system (e.g. battery management applications).
  - b. Give the app a 'protected' status in the app portfolio on your smartphone.
15. The app may not be used for any illegal purpose, fraud or other unauthorized activity, such as, but not limited to:
  - a. Changing the actual location or influencing the location determination of your smartphone by means of 'GPS spoofing' to simulate trips that have not actually been made;
  - b. Violating the rights of third parties;
  - c. Locating third parties.
16. A bicycle ride is determined on the basis of the location data from your smartphone.
  - a. A ride consists of a start and end location, start and end time and the route traveled including distance and speed.
  - b. You can choose from a manual registration or an automatic registration. You can change this choice at any time.
  - c. For manual registration, it is required that you turn the registration "on" via the app at the start of each bicycle trip and "off" afterwards.
  - d. If you opt for automatic registration, all movements made (including trips with other means of transport) will be registered without necessary interaction. The trips made by bicycle are filtered from this and used to determine the points.
  - e. If you opt for manual registration and you forget to turn on the app, it is not possible to register or retrieve a bicycle ride afterwards. Even if you have forgotten to turn off the registration after the cycle ride, it is not possible to correct the average speed afterwards.

17. No points are awarded for an unregistered bicycle ride. It is not possible to add a bicycle ride yourself or have it added at a later date.
18. The journey data is stored for a period of 3 months. The ride data is only used to provide you with an overview of your bicycle rides and to be able to give you a points reward.
19. When the distance measured by the app deviates from the distance actually driven, the measured distance is leading. In addition, data in the central database is leading and prevails over the data visible in your app.
20. If a ride is not known or registered in the central database, the ride is not valid.
21. Technical deviations and malfunctions in the network, on the smartphone and/or the servers on which the journey processing and databases run are not compensated.
22. All liability of a.s.r. Vitality with regard to the app is hereby excluded, except in case of gross negligence or intent. a.s.r. Vitality does not guarantee the availability of the app or the accuracy of the movement registration. In particular, a.s.r. Vitality is not liable for:
  - a. arbitrary damage, costs or claims due to use or due to lack of functioning;
  - b. smartphone or software glitches, outages or errors;
  - c. correctness or completeness of data or the representation of data;
  - d. security or loss of data;
  - e. any situation that arises as a result of using the app and the battery consumption that this entails;
  - f. any situation that occurs if someone else uses your smartphone or can see your data.
23. a.s.r. Vitality is not liable for any damage or injury in any way whatsoever to property and/or persons, as a result of using the app.
24. a.s.r. Vitality cannot guarantee that the app will function without interruption, will not contain errors or omissions or that errors or omissions in the app will be corrected.
25. It is not permitted to disassemble, investigate, hack, change or incorporate, integrate or combine the app or parts thereof, whether or not in derivative form, in your own software, products or services.
26. It is not allowed to copy the app or parts thereof, unless copying is part of normal use of the app (such as a backup).
27. You must not jeopardize the integrity of the app and the security of underlying and underlying computer systems and networks, whether this is because intruders are given access via the smartphone, viruses or other threats are introduced, a disproportionate or unreasonably large load is placed on the App or its infrastructure or the operation of the app is disrupted or damaged by means of a computer program, routine, file or device.
28. a.s.r. Vitality may update or change the app at any time as it sees fit. We can also adjust the method of rewarding bicycle rides, such as speeds, distances, reward points, etc. at any time.
29. For questions or problems about the journey registration in the app, please contact [support@mobidot.nl](mailto:support@mobidot.nl) or use the question form in the app. a.s.r. However, Vitality does not guarantee that they will be able to answer your question or resolve any reported problems.
30. If you want to end participation in the app, you can uninstall the app from your smartphone. If you want your data and historical data to be deleted, you can contact a.s.r. Vitality via [mail@asrvitality.nl](mailto:mail@asrvitality.nl).
31. If you do not use the bicycle app for 3 months, your account will be automatically terminated. If you want to use the app again, you can register as a user again.
32. a.s.r. Vitality reserves the right to do checks to monitor the use of the app.
33. In the event of proven abuse or illegal or unauthorized use of the app, a.s.r. Vitality reserves the right to revoke your user license and block the operation of the app for you. After that it is no longer possible and allowed for you to use the app again.
34. The right to use the app (license) automatically expires if you do not comply with these general terms and conditions or the general terms and conditions of a.s.r. vitality.