

## Terms of Use RADR

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## 1 Important

- 1.1 Please read these terms and conditions (“**Terms of Use**”) carefully before using RADR offered by RADR B.V. (“**RADR**”), a company with limited liability registered in the Netherlands. These Terms of Use set forth the legally binding terms and conditions that apply to the use of the website [www.radr.app](http://www.radr.app), the RADR Android and iOS apps and all other features, content, applications or widgets offered by RADR or by its users (referred to as “**User**” and “**Users**”). These Terms of Use apply to all Users of RADR, including, but not limited to, users who are contributors of content, information, and other materials or services on the Platform, individual users of RADR and businesses that access RADR. RADR offers all these “**Services**” under the condition that User accepts these Terms of Use.

## 2 Definitions

- 2.1 **RADR:** RADR is a friend-based city & travel app focused on the LGBTQ+ friendly and open minded-community, offered by RADR B.V. Also referred to as “**we**”, “**us**” and “**our**”.
- 2.2 **RADR B.V.:** the limited liability company RADR B.V., acting under the name RADR incorporated under the laws of the Netherlands. The company is registered with the Dutch Chamber of Commerce under registration number 72831669. The company’s registered office is at Singel 144, 1015 AG Amsterdam.
- 2.3 **User:** the individual private person or legal entity making use of the Platform. Also referred to as “**you**” and “**your**”.
- 2.4 **Content:** refers to all content on the Platform, consisting of both User Generated Content and RADR Content.
- 2.5 **RADR Content:** content which is added to the Platform by RADR itself, consisting of content created by RADR or created by Users and reposted by RADR.
- 2.6 **Services:** The website [www.radr.app](http://www.radr.app) and the RADR Android and iOS apps on which the Platform is offered, including all other features, content, applications or widgets offered through the Platform by RADR or by its users.
- 2.7 **User Generated Content:** content which is created, uploaded, submitted, distributed, posted or otherwise added to the Platform by the Users, including content that is added to the Platform in connection with Users linking their accounts to third party websites and services.
- 2.8 **Platform:** the website and application through which Users can create an account and use the multiple Services of RADR.

## 3 Acceptance of Terms

- 3.1 By registering for and/or using RADR in any manner, including but not limited to visiting or using the Platform, you agree to the Terms of Use and all other operating rules, policies and procedures that may be published from time to time on the Platform by RADR, each of which is incorporated by reference and each of which may be updated by RADR from time to time without notice to you in accordance with the terms set out under the "Modification of Terms of Use" section below.
- 3.2 Some Services offered through RADR may be subject to additional terms and conditions specified by RADR from time to time. Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

#### 4 Content on the Platform

- 4.1 The Platform of RADR contains content which consists of both User Generated Content and RADR Content (collectively referred to as the “**Content**”).
- 4.2 Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the Platform by Users, including Content that is added to the Platform in connection with users linking their accounts to third party websites and services, is collectively referred to as “**User Generated Content**”. This includes, without limitation, any location information, videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, photo albums and interactive features generated, provided, or otherwise made accessible by Users through the Platform.
- 4.3 RADR will not monitor the User Generated Content on the Platform. However, we may remove User Generated Content and information from the Platform if we are notified that the User Generated Content or information is unlawful, violating these Terms of Use or is otherwise inappropriate. Please see <https://www.radr.app/assets/pdf/nat-policy.pdf> for our notice and take down-policy.

#### 5 Intellectual Property

- 5.1 RADR is the exclusive owner of all intellectual property rights vesting in and relating to (all RADR Content made available through) the Platform, such as – but not limited to – patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (“**Intellectual Property Rights**”).
- 5.2 RADR grants its Users a worldwide, non-exclusive, non-sublicensable and non-transferable license to use, modify and reproduce the RADR Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any RADR Content for other than personal, non-commercial use is expressly prohibited without prior written permission from RADR. You may not sell, license, rent, or otherwise use or exploit any RADR Content for commercial (whether or not for profit) use.
- 5.3 User declares to be the exclusive owner of all Intellectual Property Rights vesting in and relating to the User Generated Content, which is added to the Platform by that specific User. User represents and warrants that User has all rights to grant a license to us and other Users without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- 5.4 By submitting User Generated Content to the Platform, User grants RADR a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, edit, modify, reproduce, analyse, distribute, prepare derivative works of, create a photo album of, display, translate, perform, and otherwise fully exploit the User Generated Content in connection with RADR (and its successors and assigns) business. This includes without limitation for redistributing part or all of the Platform (and derivative works thereof) or the Platform in any media formats and with any authorised Users through any media channels (including, without limitation, third party websites and feeds).
- 5.5 User also grants each User, including third parties, a worldwide, non-exclusive, royalty-free, non-sublicensable and non-transferable license to access your User Generated Content through RADR, and to use, share, edit, modify, reproduce, distribute, prepare derivative works of, create and order a photo album of, display and perform such User Generated Content in connection with their use of the Platform, Service and third parties.
- 5.6 The foregoing licenses grant to RADR and the Users does not affect your ownership or license rights regarding your User Generated Content, including the right to grant additional licenses to the material in your User Generated Content, unless otherwise agreed in writing with RADR.
- 5.7 When you delete your User Generated Content, it will be removed from the Platform. However, you understand that any removed User Generated may persist in backup copies for a reasonable period of time (but following removal will not be shared with others).

## 6 Privacy

- 6.1 We respect your privacy and comply with the European General Data Protection Regulation (**GDPR**). When you make use of our Platform, we will collect certain personal data from you. In our Privacy Policy you can read which personal data we collect and for what purposes. You can find our Privacy Policy here: <https://www.radr.app/assets/pdf/privacy-policy.pdf>.

## 7 Rules of Conduct

- 7.1 As a condition of use, you promise not to use the Platform for any purpose that is prohibited by these Terms of Use. You are responsible for all your activity in connection with the Platform. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Platform, including without limitation any User Generated Content, that:

- (a) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- (b) you know is false, misleading, untruthful or inaccurate;
- (c) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by RADR after being informed about this;
- (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- (e) other than appropriate use of an Add-to Link, involves commercial activities (whether or not for profit) and/or sales without RADR's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- (f) contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of RADR or any third party;
- (g) impersonates any person or entity, including any employee or representative of RADR;
- (h) includes anyone's identification documents or sensitive financial information; or
- (i) breaches the Terms of Use and/or any of the other policies and rules incorporated herein. RADR has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any User who publishes or distributes child pornography.

You shall not (directly or indirectly):

- (j) take any action that imposes or may impose an unreasonable or disproportionately large load on RADR's (or its third party providers') infrastructure;
- (k) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform;
- (l) bypass any measures RADR may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Platform);
- (m) run any form of auto-responder or "spam" on the Platform;
- (n) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Platform;

- (o) harvest, scrape, copy or mirror any Content from the Platform;
- (p) modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Platform and his Content (other than your User Generated Content), except as expressly authorized by RADR (see paragraph 5 – Intellectual Property);
- (q) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;
- (r) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
- (s) otherwise take any action in violation of RADR's guidelines and policies.

## **8 Third Party Sites and services**

You may find advertising or other Content on the Platform that link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Platform. When you access third party websites, you do so at your own risk. These other websites are not under RADR's control, and you acknowledge that RADR is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by RADR or any association with its operators. You further acknowledge and agree that RADR shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such third party website or resource.

## **9 Termination of access**

- 9.1 RADR may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your usage. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **10 Availability of the Platform and Warranty Disclaimer**

- 10.1 The Platform is available on computers and handheld mobile devices running @iOS and Android. RADR will use reasonable efforts to make the Platform available at all times. However, User acknowledges that the Platform is provided over the internet and mobile networks and thus the quality and availability of the Platform may be affected by factors outside RADR's reasonable control.
- 10.2 RADR does not accept any responsibility whatsoever for unavailability of the Platform, or any difficulty or inability to download or access content, or any other communication system failure which may result in the Platform being unavailable.
- 10.3 RADR is not responsible for any support or maintenance regarding the Platform. RADR may – at its own discretion – update, modify, or adapt the Platform and its functionalities from time to time to enhance the user experience. This may result in any downtime for which RADR is not responsible.
- 10.4 To the maximum extent permitted by applicable law, RADR hereby disclaims all implied warranties regarding the availability of the Platform. The Platform is provided "as is" and "as available" without warranty of any kind.

## **11 Indemnification**

11.1 Users will indemnify, defend, and hold RADR, its affiliates (including their employees), contractors, directors, suppliers and representatives harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of third party claims regarding:

- (a) any injury or damages resulting from behaviour of User related to the use of the Platform; and
- (b) breach by User of these Terms of Use or violation of any applicable law, regulation or order.

11.2 RADR reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will assist and cooperate with RADR in asserting any available defenses.

## **12 Limitation of Liability**

12.1 RADR excludes liability for any (direct or indirect) damage you suffer as a result of the use of the Platform or the Content provided thereon, to the fullest extension permitted by applicable law. For example, RADR is not liable for:

- (a) the execution of agreements between you and third parties that are made based on information on the Platform;
- (b) the proper functioning of (hyper)links provided by the Platform;
- (c) the situation where Users mobile device is stolen and any third party subsequently makes use of the Platform with Users mobile device;
- (d) any damage or alteration to User's equipment including but not limited to computer equipment or a handheld device as a result of the installation or use of the Platform;
- (e) a failure to meet any of RADR's obligations under these Terms of Use where such failure is due to events beyond RADR's reasonable control.

12.2 RADR has no influence on the data and information that is transmitted between Users or the User Generated Content on the Platform. Therefore, RADR is not liable for this data and information. RADR is also not liable for any data or information that is incomplete or inaccurate as a result of such transmission or that is transmitted wrongly.

12.3 You understand that all information publicly posted or privately transmitted through the Platform is the sole responsibility of the person from which such information or User Generated Content originated. You acknowledge that all User Generated Content accessed by you using the Platform is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. RADR will not be liable for any errors or omissions in such information or User Generated Content. RADR cannot guarantee the identity of any other Users with whom you may interact in the course of using the Platform.

12.4 If, for whatever reason, RADR is liable for any damage from User, this liability will be limited to an amount of EUR 100,- or to the amount an insurance company of RADR will disburse in that specific case, whichever is lower.

## **13 Governing Law and Jurisdiction**

13.1 You and RADR agree that any cause of action arising out of or related to RADR must commence within one (1) year after the cause of action arose, otherwise, such cause of action is permanently barred.

13.2 These Terms of Use and any disputes or claims arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of The Netherlands.

13.3 All disputes or claims arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of the Court in Amsterdam to which the Parties irrevocably submit, unless the law provides otherwise or the dispute can be settled in an amicable fashion.

## **14 Integration and Severability**

- 14.1 These Terms of Use are the entire agreement between you and RADR and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and RADR with respect to the Platform.
- 14.2 If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.
- 14.3 The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, RADR must provide you with written notice of such waiver through one of its authorized representatives.

## **15 Miscellaneous**

- 15.1 RADR reserves the right, at its sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue RADR (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Platform or by sending you a notice through RADR or via email. RADR may also impose limits on certain features and services or restrict your access to parts or all of RADR without notice or liability. Your continued use of RADR following the posting of any changes to these Terms of Use constitutes acceptance of those changes.
- 15.2 If RADR does not enforce (parts of) these Terms of Use, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.
- 15.3 User cannot transfer the rights and obligations from these Terms of Use to third parties.

## **16 Feedback and Unsolicited Idea Submission Policy**

- 16.1 RADR welcomes your feedback regarding RADR's existing business. If you want to send us your feedback, and we hope you do, we simply request that you send it to us at [info@radr.app](mailto:info@radr.app). Please provide only specific feedback on RADR's existing products or marketing strategies. Do not include any ideas that RADR's policy will not permit it to accept or consider. It is just one more way that RADR can learn how to best satisfy your needs. Any feedback you provide to RADR or any of its employees shall be deemed to be nonconfidential. RADR shall be entitled to the unrestricted use of the feedback for any purpose whatsoever, commercial or otherwise, without compensation or attribution to you, unless the law expressly forbids us to do so.

## **17 Contact**

You may contact RADR at the following address: Singel 144, 1015 AG, Amsterdam, the Netherlands. RADR B.V. (holder of the tradename RADR) is registered with the Chamber of Commerce in the Netherlands under number 72831669.