

# End User License Agreement for App

## 1. Scope of the license

1.1. Licensor hereby grants to the legitimate acquirer of App ("you") a usage right for this App.

1.2. This license is personal. The App may be used only on the device onto which the App was downloaded and installed.

1.3. The purpose of the App is to provide a spelletje, while users are of course free to use App for any purpose within the boundaries of these terms and conditions and the law.

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. Intellectual property

2.1. All rights to the App, accompanying documentation and all modifications and extensions thereto rest and remain with Licensor. You only acquire those rights and permissions that follow from this agreement or those that are granted separately in writing. You may not use, copy or publish the App except as permitted.

2.2. The App contains open source software from third parties. Their respective rights holders grant you a usage right under the applicable open source licenses. These are included in the documentation. This end user license agreement does not apply to this open source software, and nothing in this end user license agreement shall be construed as limiting or contradicting any right granted to you under an applicable open source license.

## 3. Consideration

[REDACTED]

## 4. In-app purchases

4.1. App allows the making of purchases within the context of the App. To make such in-app purchases, Licensor is dependent on the payment system operated by Google Play, Windows Phonestore, including the underlying payment systems from e.g. credit card processors. Licensor is only required to effectuate an in-app purchase when this payment system has confirmed payment. As to in-app purchases you

acknowledge that there is no right to revoke or cancel the purchase under the Distance Selling Act.

## 5. Updates

5.1. Licensor periodically releases updates that may fix bugs or improve the functioning of the App.

5.2. Available updates shall be notified to you through notifications provided by Google Play, Windows Phonestore, but it is your responsibility to monitor these notifications. Updates are applied similarly through these platforms, which requires an active internet connection.

5.3. Installing updates requires your separate consent. A proper application of updates requires the availability and good functioning of Google Play, Windows Phonestore, over which Licensor has no control. Licensor is not responsible or liable for an incorrect execution of updates. No liability exists for any damage as a result of bugs fixed in an update you did not install.

## 6. Personal data

## 7. Support

7.1. You are solely responsible for installing and activating the App.

7.2. Licensor offers a forum on its website where users of App can support and advise each other on the use of the App. App will use its best efforts to contribute from time to time. Licensor does not provide any other form of support for use of App.

## 8. Guarantees and liability

## 9. Term of the agreement

9.1. This agreement enters into force when you start use of the App and remains in force until terminated.

9.2. The agreement may be terminated by both you and Licensor at any time by providing one month's notice.

9.3. This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.

## 10. Miscellaneous terms

10.1. Dutch law applies to this end-user license agreement.

10.2. Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement

shall be brought before the competent Dutch court for the principal place of business of Licensor.

10.3. A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

10.4. Licensor may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to App from it.

VOORBEELD