

# TERMS AND CONDITIONS

In these terms and conditions, "Festify" means the mobile app and the associated services of the organization Veryappy. "User" refers to the person who uses the mobile app and/or purchases the associated services.

By using Festify, you agree to these terms. We ask you to read it carefully, so that you are aware of your rights and obligations. We may change these terms at any time. The latest terms and conditions will always be available on the website or in the application. By using Festify again after changes, you agree to this.

## 1. Our service

Festify was developed as a mobile app to allow event guests to place track requests in the organizer's Spotify queue. The organizer has the option to reject or approve the requested track. When the requested track is approved, it is automatically placed in the organizer's Spotify queue. The organizer also has the option to place track requests automatically in the Spotify queue without approval. The organizer also has the option to create a free or paid event. A free event has some restrictions for both the guests and the organizer.

In addition, a number of game elements have been added to Festify.

In the app and on the website it is further explained how Festify works.

## 2. Using Festify

To make the use of Festify run as smoothly as possible, we have established a number of conditions:

- You are fully responsible and liable for all actions you perform using Festify.
- It is not allowed to use Festify for commercial purposes.
- You are not allowed to use Festify in any way that is misleading.
- It is not permitted to use Festify in such a way that its operation can be disrupted.
- It is not allowed to scrape, spider, search or use Festify in any other way.
- It is not permitted to use Festify in a manner that infringes the rights of us and/or third parties;
- It is not permitted to use Festify in violation of these Terms and Conditions, any applicable laws and/or regulations or in any other way that is unlawful;
- We can limit or block your usage options at any time;

- We are entitled to delete an account at any time if we believe that the above rules are being violated, without being obliged to explain this in more detail and without becoming liable for any damage.

### **3. Report unauthorized use**

If you notice that Festify is being used improperly, you can report this. We can then decide whether or not to delete an account. Festify is never obliged to proactively screen for possible unlawful use.

### **4. Rights**

All intellectual property rights relating to Festify are vested in us.

- We grant you a limited, personal, revocable, non-exclusive, non-sublicensable, and non-transferable right to access and use Festify for personal, non-commercial purposes only.
- It is not permitted to perform acts that infringe Festify's intellectual property rights, such as registering domain names, brands or Google AdWords that resemble or are identical to any object to which Festify has intellectual property rights, downloading, copying, modifying, reverse-engineering or disclosing Festify for purposes other than those stated in these terms. It is not permitted to request or reuse substantial parts or repeated and systematically non-substantial parts of Festify.
- You retain the intellectual property rights to photos and/or texts ("Content") posted by you in the context of Festify.
- You acknowledge and agree that by making available/uploading Content you are automatically granting us a no-charge, worldwide, irrevocable, sub-licensable and transferable license to publish and reproduce such Content insofar as required under the offering Festify is required.

### **5. Privacy**

We strive to process as little personal data from you as possible. Also read our [privacy policy](#) for more information.

## **6. The service**

We want to offer the best possible service that as many users as possible can enjoy. In order to continue to offer Festify, the following conditions apply:

- Use of Festify is at your own risk. You indemnify us against all damage that arises as a result of your use of Festify.
- We make no guarantees with regard to Festify. It is possible that Festify is not (properly) accessible at times, is not safe or does not work (fully).
- We accept no liability for property damage, financial loss or any other disadvantage related to the use or misuse of Festify, insofar as this is permitted by mandatory law. In any case, we are never liable for consequential damage, including pure financial loss, loss of turnover and profit, loss of data and immaterial damage, related to or arising from Festify. The only action you can take if you believe you have suffered damage is to stop using Festify and delete your account.
- Insofar as Festify would be liable despite the above, our liability is limited to direct damage up to an amount of EUR 500 (five hundred euros), which limitation of liability does not apply in the event of intent and/or deliberate recklessness on our part.

## **7. End of use**

- If you wish to delete your account and stop the use of Festify, please contact [info@veryappy.nl](mailto:info@veryappy.nl).
- If you act in violation of the Terms or if we receive complaints from other users about your use of Festify, we are entitled to discontinue your use of Festify. If we have suffered damage as a result of your actions, we can recover this damage from you.

## **8. Miscellaneous**

- Dutch law applies to these Terms and the use of Festify. Disputes will be submitted to the competent court in the nearest court of Veryappy's place of business.
- Festify may transfer rights and obligations arising from these Terms to a third party. We will always inform you about this in good time in advance. If you do not want to continue using Festify afterwards, you can delete your account.

If you have any questions, you can contact us at [info@veryappy.nl](mailto:info@veryappy.nl).

Veryappy

Chamber of Commerce trade register number: 89758072