

# Terms of Use

You took the right choice to install “drive safely keep focused”!!!! Thank you and have a nice and safe journey.

These Terms of Use ("Terms") govern your rights and obligations regarding the use of the application “drive safely keep focused”, hereafter called the application. These Terms constitute a fully binding agreement between Apptuning BV (including its white label products of the application) the proprietor of all rights, and you. It is therefore recommended that you carefully read these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from using the application.

## THE LICENSE

Apptuning BV, hereafter Apptuning, hereby grants you a free of charge, non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the application for non-commercial purposes.

## USING THE APPLICATION

You may use the application solely for private and personal purposes. You may not use the application commercially. For example, you may not: (a) offer to third parties an application; (b) resell the application; (c) offer to rent or lease the application; or (d) offer the application to the public via communication or integrate it within a service of your own, without the prior written consent of Apptuning.

The application may not be used in any way that is not expressly permitted by these Terms.

## TERMINATION OF USE OF THE APPLICATION

You may terminate your use of the application at any time and for whatever reason. You are not obligated to advise Apptuning.

Apptuning retains the right to block your access to the application and discontinue your use of the application, at any time and for any reason. Apptuning deems appropriate, at its sole and absolute discretion.

## CAUTIOUS DRIVING (VERY IMPORTANT)

ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS. IT IS STRICTLY FORBIDDEN TO USE YOUR PHONE WHILE DRIVING. USING YOUR PHONE MAY ONLY BE AFTER YOU HAVE STOPPED YOUR VEHICLE IN AN APPROPRIATE LOCATION PERMITTED BY LAW.

## COPYRIGHT

All intellectual property rights in and to the application, including copyrights, trademarks, industrial designs, patents and trade secrets – are either the exclusive property of Apptuning.

The application, the logo, and other trade and/or service marks are the property of Apptuning and you may not use such logos or marks for any purpose that is not expressly authorized in these Terms without the prior written consent of Apptuning.

## LIMITATION OF LIABILITY AND WARRANTY

Apptuning provides the service and content included therein for use on an "as is" and "as available" basis. They cannot be customized to fulfill the needs of each and every user. We hereby disclaim all warranties and representations.

Apptuning exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the application will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures.

Apptuning and its employees, officers, directors and agents will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in connection with the use of, or the inability to use the application, or from any failure, error, or breakdown in the function of the application, or from any fault, or error made by our staff or anyone acting on its behalf, or from your reliance on the content of the application, including, without limitation, content originating from third parties, or from any denial or cancellation of your user account, or from retention, deletion, disclosure and any other use or loss. In any event, your sole remedy will be limited to correctings such errors, or malfunctions, and in light of the relevant circumstances.

## LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

The application may include commercial information or advertisements (for example, pins indicating the locations of certain establishments, their commercial offers, coupons, etc. ("Ads")). The Ads may pop up or be displayed on the application from time to time. Apptuning may post Ads on the application but more often than not, the source of such Ads is third parties, and as such, Apptuning cannot and does not guarantee the reliability or accuracy of third party Ads. Apptuning does not endorse the content of third party Ads. Additionally and without derogating from the previous sentence, Apptuning will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of Ads posted on the application.

It is underscored that the advertising of commercial content by Apptuning does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the application includes links to services or applications not operated or managed by Apptuning, Apptuning will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date.

Apptuning will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via Ads or other links on the application.

YOU MUST NOT ATTEMPT TO VIEW OR CLICK ON ANY ADS WHILE OPERATING A VEHICLE. YOU ALONE ARE RESPONSIBLE FOR DRIVING RESPONSIBLY, AND YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT YOU VIOLATE THE FOREGOING PROVISION, THE THIRD PARTY ADVERTISERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE DISPLAY OF THE ADS ON THE SERVICE OR YOUR VIEWING OF THE ADS ON THE SERVICE.

### BREACH AND INDEMNITY

Without derogating from any applicable law, you agree to indemnify and hold harmless Apptuning and its employees, officers, directors and agents, as well as all third party advertisers of Ads from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of these Terms. In view of the fact that the application is provided to you free-of-charge, this indemnity is intended to cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by Apptuning, its employees, officers, directors or agents as a result of your violation of the Terms, including but not limited to legal expenses and attorney fees.

### MODIFICATIONS TO THE SERVICE AND SOFTWARE

Apptuning may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software of the application, the user interface and design, the extent and availability of the contents and any other aspect related to the application. You will have no claim, complaint or demand against Apptuning for applying such changes or for failures incidental to such changes.

### MODIFICATIONS OF THESE TERMS

Apptuning may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version of the application. Your continued use of the application after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the application.

### GOVERNING LAW AND JURISDICTION

These Terms and the application will be governed solely by the laws of the the Netherlands, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms and application, will be under the exclusive jurisdiction of the competent court in the Netherlands.

### LIMITATIONS

Should you desire to file any cause of action against Apptuning, arising out of or related to the application, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

## CONTACT US

You may contact us concerning any question about the application through the "Contact Us" page on the website (web address: [www.dskfapp.com](http://www.dskfapp.com)) We will make our best efforts to address your inquiry promptly.

Last modified: 1 June 2015