Terms and Conditions of Use
Anymal

Article 1 – Definitions

In these Anymal terms and conditions of use ("**Terms and Conditions of Use**"), the following capitalised terms have the following meanings.

"User":	the natural person that uses Anymal.
"IP Rights":	all existing and future intellectual property rights, including but not limited to patent rights, copyrights, neighbouring rights, trademark rights, trade names, domain names, goodwill, design rights, and database rights, as well as all renewals and expansions of such or comparable rights.
"Supplier":	Anymal B.V., a private limited liability company with its registered office under the articles of association in Deventer, registered with the Chamber of Commerce under number 78617448 and with its principal place of business at Hamburgweg 19, 7418 ES in Deventer.
"Licence":	the licence that the Supplier grants to the User for their use of Anymal, as explained in more detail in Clause 8.2 of these Terms and Conditions of Use.
"Parties":	the Supplier and the User.
"Personal Data":	all information regarding an identified or identifiable natural person.
"Anymal":	[the mobile application that allows registration of information regarding the well-being and health of animals. Detailed information on the functionalities of Anymal can be found at www.any-mal.com.]

Clause 2 – Applicability

2.1   These Terms and Conditions of Use apply to the User's access to and use of Anymal.

2.2   The use of Anymal and the services provided by the Supplier or third parties through Anymal are expressly subject to the condition that the User accepts these Terms and Conditions of Use for the provision of these services. In using Anymal, you acknowledge that you agree with these Terms and Conditions of Use. If you disagree with these Terms and Conditions of Use in part or in full, you cannot use Anymal.

2.3   The Supplier reserves the right to unilaterally supplement, amend and/or replace these Terms and Conditions of Use. The Supplier will inform the User in advance of said supplementation, amendment and/or replacement. The User may cease their use of Anymal at any time and delete Anymal from their mobile phone. The most recent version of the Terms and Conditions of Use can be found at www.any-mal.com.

Clause 3 – Anymal

3.1   Anymal is a mobile application with which information regarding the well-being and health of animals can be registered. Detailed information on the functionalities of Anymal can be found at www.any-mal.com.

3.2   The User must grant Anymal access to their camera in order to make use of Anymal.

3.3   Anymal can be found in the Apple App Store and the Google Play Store, which could subject the download and use of Anymal to the general terms and conditions of Apple Inc. and Google Ireland Ltd. as well. We advise the User to read through these general terms and conditions.

3.4   The Supplier is entitled to transfer Anymal or parts of Anymal and/or their rights and obligations arising from these Terms and Conditions for Use to an affiliate or non-affiliate company, which the User consents to in advance.

3.5   For any questions or complaints regarding Anymal, contact the Supplier via +31(0)620612408.

Clause 4 – Availability and modifications

4.1   The Supplier cannot guarantee that Anymal will always be available or operational without interruptions, errors or defects, nor can it guarantee that the information provided in Anymal is complete, correct and/or up-to-date.

4.2   The Supplier reserves the right to modify, maintain and/or temporarily shut down Anymal or parts thereof at any given time, which could cause the content, functionalities and/or other parts of Anymal to change and/or the provision of Anymal to be temporarily ceased without the User being able to derive any rights from this and without the Supplier being required to compensate any damage.

4.3   The Supplier is entitled to make new versions of Anymal available. The Supplier advises the User to download and use the newest version of Anymal. The Supplier is not obliged to continue to provide and/or support less recent versions of Anymal.

4.5   The User is responsible for making back-up copies of the information and data they entered into Anymal.

4.6   The Supplier reserves the right to delete any information, data and/or other materials and/or statements entered into Anymal, whether announced in advance or otherwise.

4.7   The Supplier may and is entitled to make unrestricted use of the User's data as entered in Anymal for commercial purposes, including but not limited to the sharing of information, to third parties or otherwise, about new or other products and/or services and/or other information regarding animal health or animal well-being or other information relevant to animals and/or animal owners. In so far these concern Personal Data, Clause 10 of these Terms and Conditions of Use apply.

Clause 5 – User obligations

5.1   The User is not entitled to reverse engineer or decompile Anymal.

5.2   The User will comply with the following obligations:
   a.   the User will not implement or place viruses and/or other files in Anymal that could damage Anymal or its functionality and/or availability;
   b.   the User will not perform any actions that could cause an interruption of or limited or unforeseen use of Anymal;
   c.   commercial use of the data originating from and/or displayed in Anymal, including but not limited to screen scraping, is prohibited, unless the Supplier has given prior written permission.
   d.   the User must use Anymal with due care; and

e. the User will not perform any activities which the User knows or reasonably ought to know to qualify as illegal or unauthorized use of Anymal.

Clause 6 – Access to Anymal

6.1 The username and password used to gain access to Anymal are non-transferrable, strictly personal and exclusively for the User.

6.2 The User must immediately notify the Supplier in writing if they suspect any unauthorised access to Anymal has occurred.

6.3 The User may request the Supplier to block their username and/or password.

6.4 The Supplier is entitled to deny or temporarily deny the User access to Anymal at any given time, including in the event that the Supplier reasonably suspects that the User has failed to comply either in full or in part with their obligations in Clause 5 of these Terms and Conditions of Use.

Clause 7 – Costs

7.1 No costs are attached to the use of the base version of Anymal. Costs may be charged if any other version than the base version is purchased. These will be settled by means of an in-app purchase and in accordance with the terms and conditions of use applicable to that version.

7.2 Any costs charged for the use of mobile data and/or the User's internet connection are for the User's account.

Clause 8 – Licence and IP Rights

8.1 All IP Rights in respect of Anymal, including the underlying software, images, graphic material, logos, sounds, texts and layout, data, other content, and combinations thereof, are vested exclusively in the Supplier and/or its contractors and/or its affiliate partners. Without prior written permission from the Supplier, copying, publishing or operating Anymal or parts of Anymal and/or its IP rights, and using it in any other way than provided for in these Terms and Conditions of Use is prohibited. These Terms and Conditions of Use do not in any way effect the transfer of ownership of any IP Rights.

8.2 With the acceptance of these Terms and Conditions of Use, the Supplier grants the User a limited, non-excusive, revocable and royalty-free licence to use Anymal (the "**Licence**"), which Licence is hereby accepted by the User.

8.3 The User is prohibited from granting a sub-licence or transferring the licence to a third party without the Supplier's prior written permission.

8.4 The User will not apply for, register or attempt to register, and/or otherwise attempt to obtain the IP Rights and/or other rights with regard to or similar to Anymal.

8.5 The User must immediately inform the Supplier in writing about any potential or other breach and/or claim with regard to the Supplier's IP Rights of which the User is aware.

8.6 The User will not take any steps in the event of a breach and/or claim, suspected or otherwise, of or to the IP Rights of the Supplier as laid down in Clause 8.5, but undertakes to fully cooperate with the any actions taken by the Supplier to protect its IP Rights, both at law and otherwise.

Clause 9 – Confidentiality

9.1 The User will devote every effort to ensuring that no third parties learn of or obtain confidential information of the Supplier. The above does not apply if the User can demonstrate that such information is already publicly available by other means than a violation of this duty of confidentiality or if a legally authorized body requires the User to publish this confidential information.

Clause 10 – Privacy

10.1 Personal Data of the User is processed through the use of Anymal. The Supplier has described the use of the User's Personal Data in its privacy statement, which can be found at: [www.any-mal.com]. This privacy statement applies to the use of Anymal.

10.2 Notwithstanding the provisions of Clause 10.1, the User hereby and/or through use of Anymal grants the Supplier explicit permission to supply their personal data and/or other data to the Supplier's commercial partners for commercial purposes, including but not limited to making offers, sending information or improving its own products.

10.3 The User declares that:
   a. the Supplier has requested permission and the User has granted this permission before Anymal collects personal data from their device or puts information onto their device;
   b. the Supplier asked the User for separate permission for the various types of data Anymal uses;
   c. the purposes for which Anymal and/or third parties use these personal data for have been clearly and comprehensibly indicated.

Clause 11 – Liability and indemnification

11.1 The Supplier is not liable for information, data and/or materials, or their correctness, which are made available by a User and/or third parties through Anymal.

11.2 The Supplier is not liable for any damage or costs incurred by the User or third parties, by any virtue whatsoever, as a consequence of the use of and/or any impossibility of using Anymal or parts of it.

11.3 The Supplier is not liable for any damage or injury arising from the use of Anymal or references to other websites, information or social media by means of, for example, hyperlinks or banners or any other method. The Supplier is not liable for the use, content and/or functioning of this external information.

11.4 The limitations of liability in this clause lapse if the liability for damage arises from intent or gross negligence on the part of the Supplier.

11.5 The User indemnifies the Supplier from all possible claims made by third parties as a consequence of the use of Anymal, the User's failure to perform their legal and/or contractual obligations, or incorrect performance of such, in respect of the Supplier, another Anymal User or a third party.

Clause 12 – Term and termination

These Terms and Conditions of Use take effect from the time the User agrees to them. These Terms and Conditions of Use have been concluded for an indefinite period and remain in effect as long as the User has an account and/or retains access to Anymal.

Clause 13 – Consequences of termination

The User is responsible for the export or copying of the information obtained through the Supplier and/or stored in Anymal. If the User does not inform the Supplier regarding the assistance they wish to receive with regard to the transfer of this information within one month after termination of the Terms and Conditions of Use, the Supplier reserves the right to destroy this information as entered into Anymal previous written notice.

Clause 14 – Choice of law and competent court

14.1   These Terms and Conditions of Use are governed by Dutch law. This choice of law does not prejudice the User's protection based on the mandatory law of their country of residence.

14.2   All disputes arising from or in connection with these Terms and Conditions of Use or the performance thereof will be submitted exclusively to the competent court in the district of Overijssel, the Netherlands.