

# Conditions of Use of Close

Version dated 18 February 2019

## Welcome to Close

Under the name Close, we offer an app for communication about events, such as concerts, festivals or sports matches. By means of the Close app, (i) event organisers can communicate with visitors to their events, and (ii) visitors can communicate with each other, for example about an event they are planning to attend. We have drawn up a number of conditions to ensure the proper use of our app. We request you to read these conditions carefully, so as to be aware of your rights and obligations.

## 1. Definitions

**App:** the app that is offered by Close, under the name Close, to enable Publishers to communicate with visitors to their events, and to enable visitors to communicate with each other.

**User:** the user of the App.

**Publisher:** the Organiser of one or more events that uses the App to communicate about that event or those events.

**Conditions of Use:** these conditions applicable to the use of the App.

**Close (also referred so as “we”, “us”, “our”, etc.):** Close B.V., having its registered office in Amsterdam, The Netherlands, the provider of the App.

**Conversation:** mobile phone conversation about a particular event.

**Group chat:** Chat in which other Users also participate on the invitation of a User.

**Website:** The Close website relating to the App, as can be found on <https://beclose.to>

## 2. Applicability of Conditions of Use

1. These Conditions of Use apply to the use of the App by you (as the User) and constitute the agreement between you and Close.
2. We can amend the Conditions of Use at any time. The most recent version of the Conditions of Use is available within the App, and any substantial amendments will be flagged up when the App is used. If you continue using the App after the amendment, you will thereby accept the applicability of the amended conditions. If you do not agree to the amendment, you will have to stop using the App.
3. The most recent version of the Conditions of Use is also published on <https://beclose.to>, from where it can be downloaded and/or printed off.

## 3. Our App

1. Our App enables Publishers to communicate with Users in a Conversation.  
In addition, Users can invite other persons within a Conversation to take part in a Group Chat. Furthermore, event-related products or services may be offered via the App, whether through reference to a third-party website or otherwise.
2. In order to use the App, you need to download it. You then have to enter particular data in order to create an account. You guarantee that the information you provide on that occasion is correct and up to date. The use of your data is governed by our [Privacy Statement](#).
3. You will be able to take part in a Conversation if you receive an invitation to do so from the relevant Publisher, or enter a code for the event in the App. Invitations to join a Group Chat are issued by other Users.
4. The App and the Website explain in more detail how the App works.

## 4. The use of the App

1. You are not permitted to use the App unlawfully in any way. Unlawful use in any case includes the following:
  - a. Sending (links to) content that is unlawful or has been prohibited by us, such as:
    - Viruses;
    - Pornography;
    - Infringing content (infringement of copyrights, trade mark rights, trade name rights or other rights held by us or by third parties);
    - Personal data;
    - Discriminatory or inflammatory content;
  - b. Excessive communication (spamming);
  - c. Any use aimed at collecting excessive information, including through scraping or spiders;
  - d. The use of content from the App for commercial purposes;
  - e. Misleading use;
  - f. Any use that disrupts or may disrupt the functioning of the App;
  - g. Any use in breach of applicable legislation.

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2. Participation in a particular Conversation may be subject to a minimum age requirement. You will have to comply with that requirement and provide us with correct information on this point.
3. You yourself are fully responsible and liable for all your actions performed using the App.
4. Close may limit or block your possibilities for use at any time.
5. Close will be entitled to remove an account if we believe that these Conditions of Use (including the above rules) are being breached, without being obliged to provide a further explanation and without being liable for any losses.
6. The App and/or Conversations or Group Chats may contain links or references to third-party services or websites. Under no circumstances will Close be responsible for such services or websites. Third-party terms and conditions may apply if you purchase services or products from third parties.

## 5. Reporting unlawful use

1. If you notice anyone making unlawful use of the App, you can report this by sending an email to [support@beclose.to](mailto:support@beclose.to).
2. Close will be free to remove or block (a part of) a Conversation or an account.

## 6. Rights

1. All intellectual property rights in relation to the App, including copyrights, trade mark rights, trade name rights and database rights, are vested in Close or in our licensors. The intellectual property rights in respect of an event or (the name of or content in) a Conversation are vested in principle in the Publisher or in its licensors.
2. Close will grant a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the App and only for personal, non-commercial purposes.
3. Users may not perform any acts that infringe the intellectual property rights of Close or third parties.
4. You will retain any intellectual property rights to photographs (such as your profile picture) and/or texts which you uploaded onto the App.
5. You acknowledge and agree that by providing/uploading such content you automatically grant Close a free, worldwide, irrevocable, sublicensable and transferable licence to disclose and multiply this content in the context of offering the App.

## 7. Purchases via de App

1. In certain situations, a User can use the App to buy vouchers for the products and services offered by the Publisher or a third party.
2. The seller of the vouchers will be Close. You can contact us by sending an email to [contact@beclose.to](mailto:contact@beclose.to).
3. By means of the voucher, the User can procure the product or service from the Publisher or third party.
4. Prices are stated in local currency and include VAT and any other costs, such as the costs associated with the payment method.
5. Depending on the nature of the product or service, you will be able to withdraw from the agreement with Close. The right of withdrawal does not apply to items such as food. If the right of withdrawal does not apply, you will be informed of this.
6. Communication about withdrawal or other forms of termination of the agreement may be sent to Close at the above email address.

## 8. Tickets

1. It may happen that a consumer/User buys a ticket for an event organised by a Publisher via a Close website, such as the website [www.closeticket.com](http://www.closeticket.com). Close may also offer this functionality in the App.
2. The seller of the ticket will be the Publisher, unless expressly stated otherwise. An agreement will be formed between the consumer/User and the Publisher. Close will not be a party to this agreement.
3. The Publisher will be responsible for compliance with the agreement. This includes the possible relocation or cancellation of an event.
4. The right of withdrawal may be ruled out in respect of tickets. If the right of withdrawal does not apply, you will be informed of this.
5. Communication about the event, tickets and the agreement between the consumer/User and the Publisher must be sent to the Publisher that organises or organised the event. If it appears to be impossible to effectively contact the Publisher, we would be happy to act as an intermediary. In that case, please send a message to the email address stated above.

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## 9. Free service

1. We want to offer the best possible service which the greatest number of Users can enjoy.
2. In order for us to continue offering the App free of charge, we apply the following conditions:
  - a. You are using the App at your own risk. You indemnify us against any and all losses arising as a result of your use of the App.
  - b. We do not give any guarantees in respect of the App. It may happen that at certain times the App is not (properly) accessible, is not safe or does not (fully) work.
  - c. We accept no liability for property damage, financial losses or any other injury relating to the use or abuse of the App, insofar as this is permitted under mandatory law. In any case, we will never be liable for consequential losses relating to the App, including purely financial losses, lost turnover and profits, loss of data and intangible losses.
  - d. Insofar as Close were to be liable notwithstanding the foregoing, our liability will be limited to direct losses up to an amount of EUR 1,000 (one thousand euros).

## 10. End of use

1. If you want to stop using the App, you can remove the App from your mobile device. We will then remove your data no later than one year after you removed the App.
2. In addition, you can delete Conversations from the App.
3. If you act in breach of the Conditions of Use, or if we receive complaints from other Users about your use of the App, we will be entitled to suspend or terminate your use of the App. If we sustained a loss as a result of your actions, we may recover this loss from you.

## 11. Miscellaneous

1. These Conditions of Use and the use of the App are governed by Dutch law. Any disputes will be submitted to the competent court in the Amsterdam district, unless a different court has jurisdiction under mandatory law.
2. Close may transfer the rights and obligations arising from these Conditions of Use to a third party.
3. If you should have any questions, please do not hesitate to contact us, either via [contact@beclose.to](mailto:contact@beclose.to) or by post: Close B.V., Customer Service Department, PO Box 10, 1000 AA Amsterdam.