

## **Blossom – Terms of Use**

Thank you for downloading and installing this app! With this app you can find affiliated (yoga/Pilates/HIIT) studios and book (and manage) your classes.

These terms of use apply to the use of the app. By clicking on I AGREE, you agree to the applicability of these terms. Please read these terms of use carefully before using the app. For any questions about the app you can either contact the relevant studio or Blossom itself (whichever is more relevant considering the nature of your question).

### **TERMS OF USE**

#### **Definitions**

In these terms of use, the following terms shall have the following respective meanings:

<b>App:</b>	this application, designed and developed by Blossom.
<b>User:</b>	a person (or business) that uses the App through his Account.
<b>Account:</b>	a set of (personal) data of the User.
<b>Blossom:</b>	Blue Cat Lodge B.V., a limited liability company incorporated under the laws of The Netherlands and having its principal offices at (1015 GA) Amsterdam at Brouwersgracht 3, registered with the trade register of the Chamber of Commerce under number 74681060.
<b>Subscriber:</b>	a person or business that uses Blossom for its studio management software, and offers its services and/or products to Users through the App.

#### **1. Use of the App**

- 1.1 The use of the App is free of charge and at the sole risk of the User.
- 1.2 Blossom's privacy policy governs how Blossom processes User's personal data. By agreeing to these terms of use, User acknowledges to have read and accepted the aforementioned policy.

#### **2. License**

- 2.1 Blossom owns all (intellectual property) rights to the App. Subject to the rights expressly granted to User under this agreement, Blossom reserves all (intellectual property) rights to the App.
- 2.2 Blossom hereby grants User a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the App solely to find and book (and manage) the services offered by Subscribers. The license ends the moment the User deletes the App, or the availability of the App is terminated by Blossom in accordance with these terms of use.
- 2.3 The User is not allowed to (i) make the App available to any third party, (ii) reverse engineer or decompile the App (except as allowed by applicable mandatory law), or (iii) use the App in such a manner that you violate the rights of a third party or applicable law; or in such a manner that is (potentially) harmful to Blossom or any third party.
- 2.4 Blossom reserves the right to modify the App, change or delete information, deny a User the use of the App (by terminating the license), restrict the use of (or access to) the App, either completely or partially, or permanently or temporarily. In such cases Blossom will inform the User if possible (but will not be obliged to do so).

### **3. Obligations of the User**

- 3.1 The User warrants that the information, including any personal data provided by him for the creation of his Account is complete, correct and current.
- 3.2 The User is, in any case, responsible for the use of his Account and the careful handling and confidentiality of Account-specific data. If the User suspects (or knows) that a third party may have unlawfully gained access to the App, User is obliged to immediately report to Blossom.

### **4. Liability**

- 4.1 The App has been carefully compiled. However, Blossom cannot guarantee that the App will always be available or work without interruption, errors or defects, or that the information provided is complete, correct or up to date. Blossom reserves the right to interrupt the App (unannounced), either temporarily or permanently, without the User being able to derive any rights from it.
- 4.2 User acknowledges and agrees that Blossom is not responsible (and thus not liable in any way) for the services and/or products offered by Subscribers through the App.
- 4.3 Blossom is not liable for any damage and / or injury resulting from the use of the App.

### **5. Termination of use of the App**

- 5.1 User can terminate the use of the App at any time by logging off and removing the App from his mobile phone or tablet. Termination of use means that the license ends (see article 1) and the Account can be deleted by Blossom.

### **6. Choice of law and forum**

- 6.1 The laws of The Netherlands exclusively apply to these terms of use.
- 6.2 Blossom and the User will always endeavor to resolve any dispute amicably.
- 6.3 Any disputes that cannot be settled amicably, shall be submitted (exclusively) to the competent court in The Netherlands.

### **7. Miscellaneous**

- 7.1 Any invalidity of one or more provisions of these terms of use does not affect the validity of the other provisions. If a provision from these terms of use conflicts with any applicable law, that provision will be replaced by a legally permissible provision to be determined by Blossom that is consistent as much as possible with the purpose of the original provision.
- 7.2 Blossom may assign this agreement in whole or in part without any restriction.
- 7.3 Blossom reserves the right to change or supplement these terms of use at any time.

*Last updated: 3-3-2020*