

## Terms and conditions 'appstore' [www.interupsy.com](http://www.interupsy.com)

Below you will find the terms and conditions applicable to the agreements you conclude with us. In these Terms and Conditions there is a lot of information that may be of interest to you as a customer. Therefore please read the Terms and Conditions carefully. We also recommend you to save the General Conditions or print and save, so you can refer to it whenever necessary.

### Article 1. Definitions

**1.1. Service Provider: MaMa Produkties**

Registered address: Karolingersweg 3  
5616 HX Eindhoven

Visiting address: Vonderweg 1, entrance D, nr. 108  
5611 BK Eindhoven

Email: [info@interupsy.com](mailto:info@interupsy.com)

Mobile nr: (+31) 641240379

Chamber of Commerce-nr: 17280618

VAT-nr: NL141111999B01

1.2. User: a contracting party that is an individual and is not acting in the conduct of any profession or business which enters into an Agreement with Service Provider in order to purchase a service.

1.3 Agreement: Any agreement between the Service Provider and User covered by these Terms & Conditions.

1.4 Apps: The apps offered by the Service Provider that can be taken by the User with or without payment. Apps are applications that are electronically transmitted by the service provider to the user via a download, but may also be offered web-based, or through a link to another website.

1.5 Services: Providing Apps through the internet and the sale of related products.

1.6 Terms & Conditions: Present conditions.

1.7. Website: <http://www.interupsy.com> and related (international) domains, such Interupsy.nl.

1.8 License Conditions: Conditions in which the user rights are defined for and off the Apps.

1.9 Account: The user's own environment, which is made available to the User after user registration through the Website.

1.10 App provider: Provider of Apps on Interupsy.com

1.11 (Further) Terms of use: Conditions which are set by the App provider for the use of the Apps.

1.12 Pre order: ordering services before the date the app and / or supplied products can be delivered.

## **Article 2. Applicability**

2.1. The Terms and Conditions are applicable to the use of the Services and are part of the Agreement between the Service Provider and the User.

2.2. Any conditions, exceptions, and / or additions put forward by the user are not part of the Agreement, unless the Service Provider agrees expressly and in writing. These conditions, exceptions, and / or additions only apply to the agreement in which they were made.

## **Article 3. Realization**

3.1. The Apps can be offered through the Website, in different variants / packages, including even just as an individual app.

3.2. User accepts the offer of the Service Provider on the Website electronically by completely filling out and completing the appropriate electronic form / order process.

3.3. User authorizes the Service Provider in connection with the execution of the agreement or to communicate its data to the App Provider of the Apps that the user wants to use or purchase.

3.4. With acceptance the agreement is concluded.

3.5. The explanation of final delivery of the Apps and the way in which it will be delivered, will be communicated through the Website.

3.6. In case of a pre order, the Service Provider cannot guarantee the date of delivery of the service. If there are insufficient funds to develop the app offered to an acceptable level as defined by the objectives of the service, there is no possibility to recover the sums already paid.

## **Article 4. Confirmation and archiving**

4.1. If the ordering process is successful, the Service Provider sends an automatic confirmation of the conclusion of the Agreement by email.

4.2. The confirmation also contains the contents of the Agreement, as recorded by the Service Provider.

## **Article 5. Content of an agreement**

5.1. The purchase of the Apps gives the user permission to the use of the Apps, if applicable, on Interupsy.com but can also be used on other platforms (hardware / or software) if the Apps support this.

5.2. Additional Terms of Use for use of the Apps will be specifically stated in the offer to download the Apps. It will also clearly be stated which party offers the Apps.

5.3. If the Apps are offered on a platform other than that provided by the Service Provider itself, additional Terms & conditions may be applicable to each App, which are mentioned in the previous paragraph. User must decide whether he agrees.

Service Provider, however, is independent of the agreement between App Provider and User. The Terms may, among other things apply to the duration of use of the Apps, and possible support and updates.

5.4. If the Service Provider, or an associated company, itself Apps has developed and offered on the Website, Article 5.3 shall apply.

5.5. The user can remove the account referred to in Article 7. From that time the user isn't entitled to receive any updates of the downloaded apps anymore.

5.6. Service Provider can block use and downloading Apps on its Website, if user acts in breach of these terms and conditions, rights of Service Provider and third party rights, including the applicable License terms.

## **Artikel 6. Licences and intellectual property rights**

6.1. User must take into account any License terms applicable to the Apps and any intellectual property rights attached to the Apps.

6.2. All intellectual property rights at all of the under the Agreement made available apps, are vested in its licensor or third parties of which apps are available on the website of the Service Provider.

User only obtains the right to use and rights that are not exclusive and non transferable, that are explicitly granted under these Terms or otherwise. The users shall not reproduce services, or other materials or make them public.

6.3. User obtains by purchasing the Apps user rights on the Apps as in any applicable License Terms and/or the Additional Terms is determined. The License Terms shall be made available appropriately with the Apps or included in the Apps. The User agrees to these conditions when purchasing the Apps.

6.4. The provisions in paragraph 2 of this Article applies, of course, without prejudice to what is stated in the Additional Terms of Use of the App Provider.

## **Article 7. Access**

7.1. The Service Provider shall provide user access to a user account and the Website. To that end user will be provided a username and password. The use of the Website is subject to separate terms of use (other than conditions referred to in Article 1.11) which are made available electronically.

7.2. Through the website, the user obtains access to the Services.

7.3. It is explicitly forbidden for the user to provide or transferr the username and password to third parties. Service Provider is not responsible for abuse and may assume that a user who logs on through an account at Interupsy.com actually is the User. User needs to notify the Service Provider when the user suspects that the password has come into unauthorized hands. Service Provider has the right to take appropriate measures in such cases.

7.4. When the Service Provider comes to the realise that the login details of the User are known to unauthorized third parties, he will notify user thereof and shall take appropriate measures.

7.5. User keeps the contact information provided on his account up to date, and is responsible for its accuracy. User will immediately inform the Service Provider by electronic means of any changes in other (personal) data relevant for the implementation of the Agreement.

7.6 The information or stored version of the relevant communication received by the Service Provider serves as proof thereof.

## **Article 8. Pricing and Payment**

8.1. All pricing on the Website is subject to typing errors. For the consequences of typing errors no liability is accepted.

8.2. All prices include sales tax (21% VAT), unless otherwise stated, and other levies imposed by the government.

8.3. User may be due a fee to the Service Provider for to the use of the Services. If this applies to a particular app or service, this will be explicitly stated on the Website.

8.4. Unless explicitly agreed otherwise, the User has to pay for the Services in advance through an (electronic) payment method that is offered on the Web site or by transferring the money to the account of the Service Provider.

## **Article 9. Liability**

9.1. Service Provider accepts liability for damages only if it appears from this article.

9.2. Service Provider is, for whatever reason, only liable towards the User in the event of a culpable failure to fulfil the Agreement as in Article 1.3 is intended. The liability applies only for compensatory damages, i.e. compensation of the value of the omitted performance. The damage may not exceed an amount of € 50 incl. 21% VAT.

9.3. Any liability of the Service Provider for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages for lost sales or profits.

9.4. Service Provider is never liable for any damage suffered by the User or by third parties, including consequential damage, loss of data, revenue, or damages for disclosure and non-material damage, which originated by or related to the use and the operation of Apps which user has downloaded or otherwise obtained. The Service Provider offers the user the opportunity to purchase and display Apps.

9.5. If Service Provider or an associated company has developed Apps and offers them on the Website, Article 8 will apply.

9.6. Bundled third-party hardware is subject to the terms and conditions and warranty as applicable and/or included with the products.

## **Article 10. Disclaimer warranties**

10.1. User expressly agrees that use of Interupsy.com and Apps downloaded or otherwise obtained through Interupsy.com is at your own risk and that these Apps are delivered without any guarantee.

10.2 Service Provider does not guarantee that the Website is continuously available and continuously fully functioning.

## **Article 11. Disclaimer**

11.1. The User shall indemnify Service Provider against all claims of third parties, including on any grounds whatsoever in respect of compensation of damage, costs or interest in connection with an agreement concluded and / or the content and use of the Apps and / or supplied products.

11.2 The last paragraph of this Article shall not apply if and insofar as the damage was caused by intent or gross negligence of the Service Provider.

## **Artikel 12. Force majeure**

12.1 Service provider is not obliged to fulfill any obligation towards the user when a circumstance where the service providers has no influence on, is preventing the fulfilment of that obligation.

12.2. In case of such force majeure, which in any case includes disruptions in telecommunication infrastructure, internet, domestic disturbances, mobilization, war, traffic jams, strikes, lockouts, import and export restrictions, business interruptions, supply delays, fire, flood and defaults by suppliers on who the Service provider is dependent for the implementation of the Agreement, implementation of the Agreement may be suspended, without creating any obligation to pay compensation. If the situation of force majeure prevented fulfilment for more than two months, both parties are entitled to terminate the Agreement with immediate effect without any liability to pay damages.

## **Article 13. Amendments of Terms and Conditions**

13.1. Service Provider reserves the right to modify or supplement these Terms and conditions.

The Service Provider shall ensure that the latest version is listed on the Website. The version which was published at the time of the conclusion of the Agreement is valid for the agreement.

## **Article 14. Final Provisions**

14.1. Dutch law is applicable to the agreement.

14.2. Changes in management or legal form will not affect the Agreement.

14.3. Except when and in as far as something else might otherwise ensue from the provisions of imperative law, any disputes that may arise following the agreement, will be presented to the competent Dutch court in Eindhoven.

14.4. Partial Nullity: If any provision of this Agreement and / or the Terms and Conditions is found to be invalid, this will not affect the validity of the Agreement / Terms and Conditions as a whole. The parties will agree on (a) new provision (s), which as far as legally possible expresses the intention of the original Agreement and / or Terms and Conditions.

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*If, after reading our Terms and Conditions, you have questions, complaints or comments you can always contact us. Service will respond promptly, but not later than after 14 days of contacting us.*

*Eindhoven, 1 -12 -2015*