

Track Your Saddle general terms and conditions

1 Definitions

1.1 In this article regarding the Track Your Saddle service, the following definitions have the meaning stated here:

- Track Your Saddle: a private company with limited liability, with its registered office and principal place of business at 3861 NB, Ohmstraat 11, Nijkerk, the Netherlands
- Track Your Saddle recovery: The services that can only be provided in combination with the Track Your Saddle device supplied. These services include (but are not limited to):
 - Daily, regular electronic connection with Track Your Saddle, if desired, increase the frequency of the connection with Track Your Saddle as intended for theft recovery.
 - If desired, bearing the object on/in which the Track Your Saddle device is mounted;
- Track Your Saddle device: the tracking tag sold by Track Your Saddle that is capable of sending and receiving data and, in connection with quality requirements, is the only tracking tag intended to be used for Track Your Saddle tracking.
- the Customer: the natural or legal person who has entered into an agreement regarding Track Your Saddle.
- Data: all information collected by the Track Your Saddle device, which consists of the location data of the Object;
- Network: the infrastructure over which communication with the Track Your Saddle device takes place.
- Agreement: the agreement between Track Your Saddle and the Customer with regard to Track Your Saddle recovery.
- Saddle, the object in which the device is built in.

2 Customers

2.1. The Customer is responsible for the use of the Track Your Saddle device, regardless of who uses it or whether the user has permission from the Customer.

2.2. The Customer will not use the Track Your Saddle device in such a way that:

- There is artifice through which the Customer or a third party obtains a financial advantage, and/or
- There is a conflict with the purpose for which it was sold by Track Your Saddle - damage is caused to Track Your Saddle and/or third parties.

2.3. The Customer will inform Track Your Saddle as soon as possible if important changes take place that may affect the Agreement and the related services. This includes, in any case:

- Sale, final transfer, unauthorized use, theft, and/or loss of the saddle on which or in which the Track Your Saddle device is installed or unauthorized use, theft or loss of the Track Your Saddle device itself;

- Unauthorized use of the saddle in which the Track Your Saddle device is placed by a third party;

2.4. The Customer will inform other users of his/her saddle of the terms and conditions of Track Your Saddle as laid down in the concluded Agreement, as well as the present conditions, and inform them of the presence of the Track Your Saddle device.

2.5. The Customer is the owner of the Track Your Saddle device after paying the purchase price. The Track Your Saddle device is not insured by Track Your Saddle. This means that in the event of loss or theft of the Track Your Saddle device, the Customer must purchase a new Track Your Saddle device via Track Your Saddle. In the event of loss or theft, the Track Your Saddle recovery Agreement continues in accordance with the conditions until it is legally terminated by the Customer.

3 Track Your Saddle device and your saddle.

3.1. By agreeing to these Terms and Conditions, the Customer confirms that, prior to purchasing the Track Your Saddle device service, he/she has checked whether his/her saddle is suitable for use with the Track Your Saddle and whether his/her device is suitable to use the Track Your Saddle recovery. To check whether the saddle is suitable for the use of the Track Your Saddle, the technician who installs the tag must have coordinated this with Track Your Saddle. If the device was installed from the factory, the manufacturer has already verified this with Track Your Saddle.

3.2. The Customer is at all times obliged to carefully read the instructions for installation and use of the Track Your Saddle device, which instructions are made available upon purchase, and is obliged to strictly follow them, failing which the Track Your Saddle will not be in effect.

Can represent the proper and safe operation of the Track Your Saddle device and the Track Your Saddle recovery.

3.3. Because the agreed services are linked to the Customer, the Customer must ensure that Track Your Saddle is informed of the data of the new owner when selling the saddle.

3.4. If there is any misuse of the Track Your Saddle device, Track Your Saddle may terminate the connection without prior notice.

4 Duration Track Your Saddle license

4.1. The License agreement commences at the time of purchase of the Track Your Saddle License and has a minimum duration of one (1) year. The agreement can also be entered into for 3 or 5 years. After the term has expired, the license can be extended by purchasing a new license.

4.2. The Customer cannot terminate the agreement prematurely, but can transfer it to a new owner. Termination is not possible unless expressly provided otherwise by law, this agreement or otherwise by Track Your Saddle.

4.3. If the Customer does not comply with what is stipulated in the agreement or if Track Your Saddle cannot otherwise be reasonably expected to continue the execution of the agreement, Track Your Saddle can terminate the Agreement in writing or by email with a notice period of a 1)

Month or earlier if this is reasonable under the circumstances, whereby the Customer owes Track Your Saddle the costs for the period from the termination date until the end of the minimum or then current period.

5 Privacy

5.1. The data received from the Customer via the Track Your Saddle device will be treated with care. In this context, Track Your Saddle complies with the requirements of the law (now the General Data Protection Regulation). The party responsible for data processing is Track Your Saddle BV, Ohmstraat 11, 3861 NB in Nijkerk, the Netherlands.

5.2. With regard to Track Your Saddle recovery, Track Your Saddle processes the Data generated by the Track Your Saddle device as well as the name, address, place of residence, email address and telephone number of the Customer in order to be able to provide the agreed Track Your Saddle recovery.

5.3. In accordance with Article 6 sub f GDPR, Track Your Saddle may also use the (personal) data referred to in the previous paragraph to further its legitimate interest in:

5.4. The processing referred to in 5.2 will be anonymized two months after termination of the Agreement by disconnecting it from the identifying elements.

5.5. Track Your Saddle and its possible processors do not store the personal data longer than necessary for the purpose for which it was provided.

5.6. The Customer may view his personal data, correct it, object to its processing, and have it deleted. A request for this can be made via the following email address:
info@trackyoursaddle.com

6 Services and changes

6.1. The services in connection with the Agreement can be expanded and/or changed. The Track Your Saddle recovery offered may vary per Track Your Saddle model.

6.2. Track Your Saddle reserves the right to supplement or change the Track Your Saddle conditions. If there is an adjustment to the conditions of Track Your Saddle, Track Your Saddle will make the changes to the Customer by e-mail at least thirty (30) calendar days before they come into effect. If the Customer does not agree to the new Track Your Saddle Recovery Terms and Conditions, he/she reserves the right to terminate the agreement at any time.

If the Customer continues to use the Track Your Saddle device, the Customer is deemed to agree to the new Track Your Saddle Terms and Conditions.

6.3 Services may be temporarily unavailable due to maintenance or technical malfunctions. Any malfunctions will be investigated as soon as possible by Track Your Saddle or a third party, and Track Your Saddle will make every effort to resolve the malfunction or have it resolved as quickly as possible.

6.4 Recovery will start as soon as the saddle is reported stolen. Abuse of the system, for example a false report, will be charged to the licence holder for cost price of recovery, with a minimum of 1.500 euro's. A saddle has to be reported stolen to the police before licence holder reports it to Track Your Saddle.

7 Third-party communication services

7.1. Track Your Saddle purchases, mobile communication services for the transfer of Data from third parties. The Customer acknowledges and agrees that Track Your Saddle is dependent on the performance of those third parties and that Track Your Saddle therefore does not:

- can guarantee that the mobile communication services are available permanently and everywhere, for example - but not limited to - due to insufficient network coverage;
- Can guarantee the speed at which the Data is transferred.

8 Applicable law

8.1 Only Dutch law applies between the customer and us. The Dutch text of these conditions is decisive in their interpretation.

9 Dispute resolution

9.1. All disputes between the customer and Track Your Saddle, arising from agreements to be excluded or concluded or from further agreements in implementation thereof, will be settled by the court of the district in which we are established, without prejudice to our right to summon the customer for the proceedings in accordance with the law or applicable law. International treaty-competent court.

(also if the customer is a consumer)

9.2. The customer has the right, for one month after we have invoked the previous paragraph in writing, to opt for settlement of the dispute by the competent court according to the law or the applicable international treaty.

10 Changes to the terms and conditions

10.1 The version most recently filed with the Chamber of Commerce in Amersfoort or the version that applied at the time the legal relationship with us was established applies. We are nevertheless entitled to make changes, which changes will only apply after deposit and dispatch by us to the customers.

11 Previous general terms and conditions

11.1 These general terms and conditions replace any general terms and conditions previously used (and filed) by Track Your Saddle.