

Terms of Use

We are Meditation Moments B.V. (hereinafter: "we", "us" or "MM") the developer and operator / provider of a mobile application in which is made available (guided) meditations, audiobooks, music and other audiovisual content. These are the terms of use that apply when you install and/or use our App.

CLAUSE 1 - DEFINITIONS

In these terms and conditions the following definitions shall have the following meanings:

App:	a mobile application that is offered by MM and is used by you or which you are intended to use. The app consists of: <ul style="list-style-type: none">- The software that ensures you can use the application;- Content, such as (guided)meditations, text, images, sound, audiobooks, videos;- If applicable, the online storage of data about your use of the application;- <i>changes to and/or additions to and/or removals of the above elements made by MM</i>
MM:	Meditation Moments B.V., with its registered office and place of business in (3828 PK) Hoogland, the Netherlands, at the Slaagseweg 10, registered in the Chamber of Commerce under number 72948604
Subscription:	a subscription that gives access to parts of the content in the App which are included in that specific subscription
Website:	the website of MM www.meditationmoments.nl

CLAUSE 2 - APPLICABILITY

1. These terms and conditions shall apply when you use the App and / or take out a Subscription with MM. If you do not wish to fully and irrevocably agree to these terms of use, you may not install and / or use the App.

CLAUSE 3 - INSTALLATION OF THE APP

1. MM assumes that when installing the App you will use:
 - a device of which you own the rights to install software on; and
 - an account where you handle all necessary account information (or, if you are 15 years or younger, obtain permission from your parents or guardian).
2. Your use of the App is strictly personal. It is forbidden to use your account for of by a third person.
3. All information that you provide, or have provided, when creating your account is correct, complete and current and you will update your account information to keep it current.
4. Keep your username and password confidential. MM is not liable for any misuse of you usernames, passwords or other ways to identify yourself when using the App. Therefore, MM may assume that if a person logs into the App under your username it's you. At the moment you suspect that one of your identifiers for the App has been abused, you must immediately report this to MM via the contact details provided in Clause 12 of these terms of use.

5. MM may limit the number of devices, but never less than two, on which you can use an account. If you exceed the limit of devices, you will be logged out automatically on the other devices.
6. You will not create an account via the App with personal details other than your own. In particular, you will not use any device, script, bot, spider, crawler or other technique.
7. You may not interfere or disrupt the App or the servers and / or networks connected to the App, through viruses, spyware, malware or other destructive or disruptive code.

CLAUSE 4 – WHAT MM DOES

1. MM shall use commercially reasonable efforts to have the App available twenty-four hours a day, seven days a week. MM cannot guarantee:
 - that the App shall function and be available without disruption, errors or defects. In the event we discover errors or errors are reported to us, we will try to fix those errors as soon as reasonably possible. We will take the nature of the error into account. You can report an error by sending an email to contact@meditationmoments.com;
 - to use the App you will need hardware (a tablet, phone etc.) and an internet connection (to download/view content). We are not responsible for the equipment used by you, nor are we responsible for a working internet connection.
2. MM may temporary shutdown her services entirely or partially for preventive, corrective or adaptive maintenance or to install upgrades or updates. During the shutdown you cannot download the App and the use of the App will be limited. MM shall try, but not guarantee, to shut down the App outside peak hours.
3. MM reserves the right to make changes to the App and is therefore entitled to change, remove or add certain features, content and functionalities of the App.

CLAUSE 5 – PRICES

1. Part of the App is free accessible and there is a part of the App only accessible after paying a fee. A paid Subscription can be purchased for the prices specified [here](#).
2. Unless agreed upon otherwise or indicated otherwise, all fees are exclusive of VAT, withholding tax and other mandatory taxes or levies.
3. MM shall be entitled to adjust its fees at any time. A price change will take effect (i) on the moment the duration of the current Subscription exceeds the period of twelve (12) months or, if that moment occurs later, (ii) five (5) weeks after the price change has been announced. If you don't want to pay the higher price, you need to cancel your Subscription.
4. In addition, MM shall be entitled to adjust its fees once per calendar year in accordance to the annual consumer price index for family consumption in the Netherlands (prijsindexcijfer voor de gezinsconsumptie) over the previous year as published by the CBS (Dutch Central Statistical Office).

CLAUSE 6 – PAYMENT AND COLLECTION COSTS

5. The Subscription fee must be paid to MM before the start of your Subscription. Depending on the type of Subscription, after the first payment MM will charge the amount due for the following month or the following year by direct debit.
6. We will send you an announcement of the direct debit of your Subscription by e-mail seven (7) days before the direct debit is planned. This e-mail will contain the amount to be collected and the collection date.
7. MM can also agree on your payment in another way (for example by credit card, PayPal, Appstore, Play store or otherwise).
8. You are in breach of your obligations if you do not pay before or on the payment deadline.

9. If you have not paid after two or more payment reminders, MM may terminate the Subscription. From that moment, MM may also charge the legally permitted collection costs and/or transfer the claim to a collection agency. Despite the termination, until the end of the term of the Subscription the Subscription fee will be due.
10. If you do not pay in time (including if MM cannot collect the amount due from you), MM may (temporarily) deny you access to the App or a part thereof. The foregoing does not affect any other right of MM under these conditions.
11. All data costs you incur for or by using the App are for your own expenses. MM advises you to use the App as much as possible via (free) WIFI networks. Vouchers or other discount codes issued by MM may never be exchanged for cash. Any discounts can only be used to purchase a Subscription.

CLAUSE 7 – DURATION, TERMINATION AND CONSEQUENCES OR TERMINATION

1. MM's order confirmation states the Subscription period and, if applicable, what content you can use.
2. The term of a Subscription concluded for a definite period of time will be extended automatically unless you terminate the Subscription as described in paragraph 4 below.
3. If you stop your subscription, or if MM suspend your access to the App because of (suspected) misuse of the App, you agree that MM will not be liable or responsible, and MM will not refund any paid Subscription fee to the extent permitted by law. You can terminate the agreement at any time.
4. You can stop your Subscription via your account (account.meditationmoments.com). Not possible? Please contact our customer service via e-mail: contact@meditationmoments.com.

CLAUSE 8 – INTELLECTUAL PROPERTY RIGHTS

1. MM grants you a license to use the App on a personal non-exclusive basis. Therefore, the App is not sold or transferred to you. The license gives you the right to install and use the App as set out in these terms of use.
2. You obtain the user rights as set out in these terms of use under the condition that you fulfill your obligations under these terms of use. Without prejudice to any rights or remedies of MM under the law or these terms of use, any default to comply with these terms of use gives MM the right to refuse or end your access to the App.
3. The license as described above is limited to the intellectual property rights of MM and its licensors in the App and does not include any other rights.
4. All rights not expressly granted to you in these terms of use are reserved by MM. MM reserves all rights, titles and interests in and to the App including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, codes, audiovisual effects, themes, characters, stories, settings, illustrations, musical works and moral rights, if not registered and all applications thereof.
5. Unless permitted by binding rules, without MM's prior written consent you will not: (i) commercially exploit the App; (ii) distribute, lease, license, sell, rent, lend, transfer or otherwise assign the App, copies thereof, or any passwords or usernames related to the App; (iii) copy, reproduce or distribute the App in any way or through any medium or decompile, disassemble or reverse engineer it in any way; (iv) make the App available to the public or via a network so that it can be downloaded by multiple users; (v) remove, change or hide product information, copyrights, intellectual property, copyright notices, legal notices or other labels from the origin or source of the App; (vi) modify, improve or make a derivative work of the App.

CLAUSE 9 – PRIVACY POLICY

1. MM respects your privacy. Your personal data is save with MM. Read our privacy statement for more information about how MM handles your personal dat.

CLAUSE 10 – LIABILITY

1. You agree and warrant that your use of the App will not infringe any rights of any third party, including but not limited to intellectual property, moral, and privacy rights.
2. Licensee hereby agrees to defend, indemnify and hold harmless MM and its suppliers for providing you the App against all damage, claims, costs, charges and expenses (including attorneys' fees) arising out of your use of the App.
3. MM has the right, but not the obligation, to update, upgrade or modify the App or change or delete data or information stored in the App at any time.
4. Except for damages caused by negligence or gross negligence, the total liability of MM and MM's suppliers will in no case exceed the price paid by you for using the App. In the event that you pay periodically for the use of the App, this liability is limited to the compensation paid by you for the period in which the liability-creating event occurred. These limitations of liability applies to all liability of MM and MM's suppliers, regardless of their origin. The limitations apply to both contractual and non-contractual liabilities.
5. If you think MM fails to fulfil one of its obligations you must report this as soon as reasonably possible, in order for you to claim damage. Article 6:89 of the Dutch Civil Code applies in full.

CLAUSE 11- MISCELLANEOUS

1. MM may adjust these terms of use from time to time. If you do not agree with the changes, you must notify us in writing within seven (7) days of our notification to you. MM will then either decide that your Subscription will continue unchanged or terminate your Subscription and you will no longer have access to the App. In the event of termination of a paid Subscription, you are entitled to a refund of the amount equal to the time your paid Subscription would continue.
2. If at any time any term or provision in these terms of use shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of these terms of use, but the enforceability of the remainder of these terms of use shall not be affected.
3. You shall not be entitled to assign your respective rights or obligations under these terms of use without the prior written consent of MM.
4. MM shall be entitled to transfer its respective rights and obligations under these terms of use entirely or partially to a third party. In such event, you may terminate the agreement with MM if that transfer is to a person outside the group of MM.
5. All agreements between you and MM, your Subscription and these terms of use shall be governed by and construed in accordance with the laws of the Netherlands. All disputes between the Parties arising under the Agreement and any agreements and obligations arising therefrom shall be submitted to the competent court.

CLAUSE 12 - CONTACT

1. If you have any questions regarding these terms of use, please contact our customer service using the details below:

email address: contact@meditationmoments.com

correspondence address: Slaagseweg 10, 3828 PK, Hoogland

Version: June 2020