



MOVE-IZI APPLICATION

Terms of Use

MOVE-IZI APPLICATION

The MOVE-IZI Application consists of providing and authorizing the use of an application solution for accessing features, content and services.

1.

After downloading the MOVE-IZI Application and upon prior registration and acceptance of these Terms of Use, the user can have access to services provided by MOVE-IZI. The features accessible from the MOVE-IZI Application are as follows:

- Consult and download movements and/or data associated with the MOVE-IZI Service;
- Consult and change your personal data, as well as the password for the MOVE-IZI Application – except for the VAT and the holder of the Contract associated with the Terms and Conditions to the MOVE-IZI Service;
- Consult and download electronic statements;
- Change the frequency of sending/receiving invoices and payment statements;
- Add, remove or change vehicles individually or in bulk;
- Add, remove or change accounts;
- Report problems or chat with customer support;
- Change or suppress license plate(s); and
- Manage the payment mean(s) associated with the Contract.

2.

To complete the registration, a confirmation link is sent to the email provided by the user after they fill out the login details form. Once the registration is completed, the user can continue the onboarding flow and fill out the forms with their personal or business details, vehicle details, and payment preferences. After completing the onboarding, the user gains access to their private area using their username and password, where they can perform a set of functionalities. The user should periodically check their private area to ensure that all registered information is correct and up-to-date. They should not access the reserved area using another person's login credentials.

Licensing of the MOVE-IZI Application

3.

The MOVE-IZI Application is provided "as is" and was developed with the interests of Users in mind. MOVE-IZI-to does not guarantee that the MOVE-IZI Application will function correctly, uninterrupted, or be free from errors or failures.

4.

The MOVE-IZI Application is licensed by IZI-to free of charge, for the exclusive purpose of the User being able to access the Services. IZI-to does not guarantee that the Services and functionalities will meet any needs and expectations that the user may have or serve their specific purposes.

5.

The MOVE-IZI Application is available for:

- Android, version 8.1 API 27, or superior;
- iOS (iPhone), version 12 or superior.

6.

The User cannot, namely:

- Modify, decompile, transfer to another device, or provide third parties access to the MOVE-IZI Application;
- Remove any copyright notice, trademark, or proprietary rights notices; and
- Commit any acts that may cause damage, including damage to the image or reputation of IZI-to, or any of the companies within the Brisa Group

7.

The MOVE-IZI Application, its structure, the selection, organization, and presentation of its content, including the services, functionalities, and software used, as well as the trademarks and logos, are the exclusive property of IZI-to or the entities or individuals who have authorized their respective use.

Usage of MOVE-IZI Application

8.

To use the MOVE-IZI Application, the User must: (i) have an active data electronic communications service with the respective telecommunications operators or other available data networks; (ii) have a compatible mobile device (i.e., smartphones, tablets, and similar equipment) associated with an electronic communications network; (iii) have completed the respective download; (iv) have granted permission for the processing of personal data (when applicable); and (v) accept these Terms of Use.

9.

The User is expressly prohibited from making any use of the MOVE-IZI Application outside the permitted circumstances in this document, and in particular may not practice or attempt to practice any of the following acts:

- You must not
 - use the MOVE-IZI Application in any unlawful manner, for any unlawful purpose, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;
 - use the MOVE-IZI Application in violation of the provisions of this document and, if applicable, the Terms (available at [MOVE-IZI](#));
 - use the MOVE-IZI Application to develop or market any solution or to compete with IZI-to, or in any other way that infringes the intellectual property rights of IZI-to.
 - infringe our intellectual property rights or those of any third party in relation to your use of the MOVE-IZI Application, including by the submission of any material (to the extent that such use is not licensed by these terms)
 - transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the MOVE-IZI Application;
 - use the MOVE-IZI Application in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running any service.
- Reproduce, by any means or form, the MOVE-IZI Application;
- Distribute, make available to third parties, demonstrate, commercialize, provide, license, or transmit, by any means or medium, the MOVE-IZI Application to third parties;
- Decompile or decode the MOVE-IZI Application, access its source code, or in any way cancel, damage, circumvent, bypass, remove, disable, or compromise any integrated or provided security system, mechanism, or measure of the MOVE-IZI Application (including decrypting any encrypted code);
- Transfer the MOVE-IZI Application to another terminal or device; make any kind of alterations, interventions, or modifications, including translation of the MOVE-IZI Application. Notwithstanding the above, to the extent that, in violation thereof, the User develops or creates any work or material, it shall remain the exclusive property of IZI-to, and the User shall prepare and sign all necessary documents to transfer it free of charge to IZI-to;
- Remove any copyright notice, trademark, or proprietary rights notices from the MOVE-IZI Application.

The User must be aware that: a) They must access and use the Services or functionalities responsibly, prudently, and carefully, using the Services strictly for personal purposes, not using them for commercial purposes, nor making them available to third parties by any means, nor using them for purposes not permitted, illegal, or offensive to public order or good morals; b) The use made of the MOVE-IZI Application and access to the Services are at their own risk, and they are solely responsible for any damage caused to their system and/or computer equipment and for other damages or losses, including loss or damage of data; and c) They must not use the MOVE-IZI Application and access to the Services to make available or transmit, intentionally or negligently, any type of material containing or that may contain viruses, worms, defects, Trojan horses, or other computer items or codes, files, or programs that are likely to interrupt, destroy, or limit the functionality of any computer equipment or system (hardware or software).

10.

Furthermore, within the scope of using the MOVE-IZI Application, the User may not engage in any of the prohibited acts, including:

- Access the MOVE-IZI Application through means other than those provided, or use modified forms of software with the aim of, notably, obtaining unauthorized access;
- Use the MOVE-IZI Application for activities prohibited by law or that involve (i) a violation of third-party rights, (ii) the commission of acts offensive to public order or good morals, including threatening, malicious, abusive, harassing, defamatory, injurious, vulgar, obscene, or indecent acts, (iii) the promotion of hatred, violence, or racial, political, or religious intolerance, or (iv) the encouragement, promotion, facilitation, or instruction to others to engage in the activities referred to;
- Engage in any acts that may cause damage or put at risk the integrity, continuity, or quality of the MOVE-IZI Application, and must use it responsibly, prudently, and carefully.

Operation of the MOVE-IZI Application

11.

IZI-to does not guarantee that the MOVE-IZI Application will function correctly, uninterrupted, or be free from errors or failures, and do not provide any warranty regarding it, including merchantability, fitness for a particular purpose, or non-infringement. The use of the MOVE-IZI Application is at your own risk, and you are solely responsible for any damage caused to your system and/or equipment or for other damages or losses, including loss or damage of data, resulting from the use of the MOVE-IZI Application.

12.

If the MOVE-IZI Application stops working, you should check if updates or new versions have been made available. In this case, you should download them.

13.

In case of malfunctions in the operation of the MOVE-IZI Application, you should contact our Helpline +31 88 86 42 302 from Monday to Sunday, between 9am and 5pm, or send an email to contact@move-izi.nl.

14.

IZI-to will make reasonable efforts to resolve the identified problems, but do not guarantee that they will be resolved.

15.

It is also the responsibility of each User to take the necessary measures to protect their equipment and/or terminal device.

Responsibility

16.

IZI-to is not liable for damages or losses that may result from:

- Devices used by the User to access the MOVE-IZI Application (such as televisions, computers, tablets, mobile phones, and others);
- Use or inability to use the Services and the MOVE-IZI Application, including, notably, delays, interruptions, errors, interferences, and suspension of communications, omissions, viruses, bugs, as well as breakdowns and/or malfunctions thereof, unless such issues are directly caused by the intentional or gross negligence of IZI-to;
- Delays or blockages in use caused by deficiencies or overloads in the Internet or other electronic systems;
- Suspension, non-operation, or unauthorized use of the servers where the MOVE-IZI Application is hosted, unless such issues are directly caused by the intentional or gross negligence of IZI-to;
- Delays, interruption, incorrect operation, or malfunction of third-party systems and networks connecting to the MOVE-IZI Application;
- Unlawful actions of third parties;
- Possible errors or security deficiencies that may occur due to the use of outdated or insecure terminal equipment or browsers, failures resulting from the electronic communication services used by the User, as well as the activation of password or user identification code storage devices, or damages, errors, or inaccuracies resulting from their malfunction;
- For applications and services provided or rendered by third parties, as it is exclusively their responsibility to ensure their lawfulness and to ensure that they do not violate applicable legal provisions or any third-party rights. IZI-to is not responsible for the performance of the quality levels of software provided by third parties, and do not endorse or guarantee the quality of any product or service provided by third parties, even if identified as certified or similar;
- IZI-to is not responsible for any information provided, nor do they guarantee that it is current, accurate, complete, error-free, or suitable, assuming no legal duty in this matter.

17.

IZI-to is not liable for damages or losses, including but not limited to, damages for loss of profits, data, or any other losses, when such damages are not directly or indirectly attributable to them, particularly not being responsible for (i) errors, omissions, or other inaccuracies regarding the information provided; (ii) damages caused by the fault of third parties, including their subcontractors; (iii) non-compliance or defective compliance resulting from compliance with judicial decisions or administrative authorities; (iv) any loss of profit, income, contracts, or savings, or any other indirect, incidental, special, or consequential damages, unless caused by the intentional or gross negligence of IZI-to.

18.

IZI-to shall not be liable for the delay in the performance of their obligations, the definitive non-compliance, or the defective performance thereof if such non-compliance is caused by reasons of force majeure.

Management of the MOVE-IZI Application

19.

It is up to IZI-to to manage the MOVE-IZI Application, so they may, at any time, update, modify, or delete any content and functionalities provided, as well as modify its presentation, configuration, options, and functionalities.

20.

IZI-to reserves the right, at any time, without prior notice and at their sole discretion, to update, delete, or modify the configuration, options, and functionalities of the MOVE-IZI Application and access to the Services.

21.

IZI-to may, at any time, terminate, suspend, block, interrupt, or discontinue all or part of the Services, or impose restrictions or limitations on access, due to technical, commercial, legal, strategic constraints, or for violation of the conditions of use by the User, including, among others, in the following cases:

- When necessary to ensure the security, integrity, continuity, or quality of the MOVE-IZI Application or the Services;
- When there are reasonable suspicions that the MOVE-IZI Application is being used fraudulently or abusively by the User or a third party (regardless of the User's knowledge and/or consent) or the User fails, in any way, to comply with these Terms of Use, their contractual obligations, and/or legal obligations;
- In other duly justified circumstances, and when imposed by the provision of the MOVE-IZI Application may result in IZI-to violating contractual, legal, or regulatory obligations or when including a decision issued by a competent authority;
- If the use of the MOVE-IZI Application or other behavior of the User threatens the ability or viability of its use or that of third parties or access to the Services, IZI-to will have the right to protect the MOVE-IZI Application in the manner they consider most appropriate.

22.

IZI-to reserves the right, at any time, to discontinue, in whole or in part, the MOVE-IZI Application.

Severability

23.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

No waiver

24.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Privacy

25.

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided [here](#), and it is important that you read that information.

Termination

26.

IZI-to may terminate the licensing of the MOVE-IZI Application at any time, in which case it may cease to function.

27.

The User may cancel the use of MOVE-IZI Application at any time by simply deleting it from their device or by any other means accepted by IZI-to at any given time. Upon cancellation of the use of the MOVE-IZI Application, the granted license will cease.

- **27.1** We may end your rights to use the MOVE-IZI Application at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- **27.2** If we end your rights to use the MOVE-IZI Application:
 - **27.2.1** You must stop all activities authorised by these terms, including your use of the MOVE-IZI Application.
 - **27.2.2** You must delete or remove the MOVE-IZI Application from all devices in your possession and immediately destroy all copies of the MOVE-IZI Application which you have and confirm to us that you have done this.
 - **27.2.3** We may remotely access your devices and remove the MOVE-IZI Application from them.
 - **27.2.4** We may take such other actions including, without limitation, legal action as we consider appropriate.
- **27.3** If you breach these terms, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other information we consider necessary to relevant law enforcement authorities.

Final remarks

28.

IZI-to may, at any time, amend this document. If you do not agree with any of the rules for using the MOVE-IZI Application, you should not use it. The User should store or print a copy of this document (as well as the documents to which it refers) for future reference.

29.

These Terms of Use shall be governed by Dutch law, and in the event of a dispute in the interpretation or application thereof, the Dutch courts shall have jurisdiction, with express waiver of any other jurisdiction.

30.

IZI-to may transfer the use of the MOVE-IZI Application, in whole or in part, as well as their contractual position, to another company within their group.