ClubBooking Terms of Service

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These Terms of Service govern your use of ClubBooking. Please read them carefully. By creating an account or by accepting these Terms in the app, you agree to them. If you do not agree, do not use ClubBooking.
Part I applies to everyone who uses ClubBooking. Part II also applies to clubs that use ClubBooking to manage their organisation. Annex 1 contains the data processing terms between MollisWare and clubs.

Part I – General terms

1. About ClubBooking and MollisWare

1.1 ClubBooking is developed and operated by MollisWare, a company registered in the Netherlands with the Chamber of Commerce (KVK) under number 87867508, located at Charlotte van Bourbonhof 51, 5611 HZ Eindhoven, the Netherlands ("MollisWare", "we", "us" or "our").
1.2 ClubBooking is a platform that lets sports clubs, gyms and similar organisations manage trainings, bookings, equipment, teams and news, and lets their members take part.

2. Definitions

In these Terms:

- Account means your personal ClubBooking account.
- Club means an organisation, such as a sports club or gym, that uses ClubBooking to manage its activities and members.
- Club Administrator means a person who creates or manages a Club in ClubBooking.
- Content means any information, text, image or other material you post or upload in ClubBooking.
- Member means a person who uses ClubBooking as a member of one or more Clubs.
- Service means the ClubBooking apps for iOS and Android, the website and web app at clubbooking.app, and all related services we provide.
- Subscription means a paid plan a Club takes out for the use of the Service.
- Terms means these Terms of Service, including Part II and Annex 1.

3. Eligibility

3.1 You may create an Account yourself if you are 16 years or older.
3.2 If you are younger than 16, you may only use the Service with the permission of your parent or guardian. If you join a Club, the Club is responsible for obtaining that permission.
3.3 If you accept these Terms on behalf of a Club or another organisation, you confirm that you are authorised to bind it.

4. Your Account

4.1 You must provide accurate and complete information when you create your Account and keep it up to date.
4.2 You are responsible for keeping your sign-in details confidential and for all activity under your Account. If you suspect unauthorised use of your Account, you must inform us without delay.
4.3 You can delete your Account at any time. The consequences of deleting your Account are described in our Privacy Policy.

5. Clubs and Members

5.1 ClubBooking is a tool. The agreement between a Club and its Members, including membership fees, house rules, trainings and the use of facilities, is between the Club and its Members. MollisWare is not a party to it.
5.2 Each Club decides who may join it, which roles and permissions its Members have and which activities it offers. A Club can accept, refuse or remove Members.
5.3 MollisWare is not responsible for the activities, trainings, facilities, equipment or safety of a Club.
5.4 Each Club sets its own rules for bookings, such as how far in advance you can book, how many bookings you can have, and when you can cancel. These rules are applied in the app. If you do not follow them, for example by repeatedly not showing up for bookings, your Club may restrict your bookings or your membership.

6. Acceptable use

6.1 You must use the Service in accordance with these Terms, the law and the reasonable rules of your Club.
6.2 You must not:

1. use the Service for any unlawful purpose or in violation of the rights of others;
2. harass, threaten, discriminate against or impersonate others;
3. post Content that is unlawful, hateful, violent, sexually explicit or infringes intellectual property rights;
4. make bookings you do not intend to use, with the aim of preventing others from booking;
5. access the Service through another person's Account without permission;

6. attempt to gain unauthorised access to the Service, its systems or data, or interfere with its operation or security;
7. copy, scrape, resell or commercially exploit the Service, except as permitted for Clubs under Part II;
8. upload viruses, malware or other harmful code.

7. Content

7.1 You retain all rights to the Content you post. You grant MollisWare and the Clubs you are a member of a non-exclusive, royalty-free licence to store, display and process your Content to the extent needed to provide the Service. Other users who can see your Content in the Service may view and use it as the Service allows. This licence ends when the Content is removed from the Service, except where it has been shared with others and they have not removed it.
7.2 You are responsible for your Content and confirm that you have the right to post it.
7.3 We may remove Content or restrict access to it if it violates these Terms or the law, or if we receive a well-founded notice that it is unlawful. We will inform you of our decision and the reasons for it, unless the law prevents us from doing so. You can report unlawful Content to us using the contact details in article 17.
7.4 A notice of unlawful Content must contain at least: a clear explanation of why the Content is unlawful, where in the Service the Content can be found, your name and email address, and a statement that the notice is accurate and complete to the best of your knowledge. If the notice concerns an infringement of intellectual property rights, it must also identify the work or right that is infringed and confirm that you are the rightholder or are authorised to act on their behalf.
7.5 We do not check Content before it is published. We are not responsible for Content posted by other users or by Clubs, but we will act on notices as described in this article.

8. Intellectual property

8.1 All intellectual property rights in the Service, including software, design, texts and trademarks, belong to MollisWare or its licensors.
8.2 We grant you a personal, non-exclusive, non-transferable and revocable licence to use the Service for its intended purpose for as long as you have an Account. You may not copy, modify, decompile or reverse-engineer the Service, except to the extent permitted by mandatory law.
8.3 If you send us suggestions or feedback, we may use them freely and without any obligation to you.
8.4 The Service includes open-source software components that are made available under their own licences. Nothing in these Terms limits your rights under those licences.

9. Communications

9.1 We send you messages that are necessary for the Service, such as notifications about bookings, invitations, changes to these Terms and security notices.
9.2 You can manage push notifications in the app and in the settings of your device. We only send you marketing messages with your consent, and you can unsubscribe at any time.

10. Availability and changes to the Service

10.1 We make reasonable efforts to keep the Service available and working properly. However, we do not guarantee that the Service will always be available, uninterrupted or free of errors. The Service may be temporarily unavailable, for example due to maintenance, updates or disruptions at our suppliers.

10.2 We continuously develop the Service and may add, change or remove features. If a change has a significant negative impact on Clubs with a Subscription, we will inform them in advance.

10.3 The Service may contain links to, or work together with, services of third parties, such as your calendar, maps or the website of your Club. We are not responsible for those services or their content, and their own terms apply to them. If you choose to send information to a third-party service, for example by adding a booking to your calendar, we transfer that information at your request, and that service is responsible for how it handles it.

10.4 We offer support by email on a reasonable-efforts basis. Clubs with a Subscription receive support as described in their plan.

11. Suspension and termination

11.1 We may suspend or terminate your access to the Service if you materially or repeatedly breach these Terms, if required by law, or if your use poses a risk to the Service or to others. Unless there is an urgent reason, we will notify you first and give you an opportunity to respond.

11.2 You may stop using the Service at any time and delete your Account.

11.3 Articles 7, 8, 12, 15 and 16 remain in force after termination, to the extent intended to do so.

11.4 We terminate the Accounts of users who repeatedly infringe the intellectual property rights of others.

12. Liability

12.1 Nothing in these Terms excludes or limits our liability for damage caused by our intent or gross negligence, or any liability that cannot be excluded or limited under mandatory law, including consumer law.

12.2 Subject to article 12.1, our liability towards Members is limited to direct damage and to a maximum of EUR 500 per event or series of related events.

12.3 Subject to article 12.1, we are not liable for indirect or consequential damage, including loss of profit, loss of data or reputational damage.

12.4 Our liability towards Clubs is further governed by article 24.

12.5 Except as expressly stated in these Terms and to the extent permitted by law, the Service is provided as it is and as available, without any further warranties.

12.6 We are not liable for any failure to perform our obligations caused by circumstances beyond our reasonable control (force majeure), including failures of internet, telecommunication or hosting providers, power outages, cyberattacks, pandemics, government measures, war, fire and flooding. If a situation of force majeure lasts longer than two months, either party may terminate the agreement with a Club in writing, without any obligation to pay compensation. If we have already performed part of our obligations towards a Club, the Club pays for that part.

13. Privacy

We process personal data in accordance with our Privacy Policy, which explains what data we collect, why, and what rights you have.

14. Changes to these Terms

14.1 We may change these Terms, for example due to changes in the Service or in the law.

14.2 We will inform you of significant changes in the app before they take effect and ask you to accept the new version. If you do not accept, you can no longer use the Service and may delete your Account. Changes do not apply to disputes that arose before the change.

15. Governing law and disputes

15.1 These Terms are governed by Dutch law.

15.2 We encourage you to contact us first if you have a complaint, so that we can try to resolve it together. We respond to complaints within 14 days.

15.3 Disputes are settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The arbitral tribunal consists of one arbitrator, the place of arbitration is Eindhoven and the proceedings are conducted in Dutch or English. Claims that fall within the jurisdiction of the subdistrict court (kantonrechter) may also be brought before that court. If you are a consumer, you may, within one month after we have invoked this article in writing, choose to have the dispute decided by the competent court instead.

16. General

16.1 If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in force. The invalid provision is replaced by a valid provision that comes as close as possible to its purpose.

16.2 We may transfer our rights and obligations under these Terms to a successor of our business. You may not transfer your rights or obligations without our prior written consent.

16.3 These Terms, together with the Privacy Policy, constitute the entire agreement between you and MollisWare regarding the Service.

16.4 These Terms are available in Dutch and English. In case of a conflict, the Dutch version prevails.

16.5 You agree that we may send you notices and other communications electronically, by email or in the app, and that such communications meet any legal requirement that they be in writing.

16.6 If we do not enforce a provision of these Terms, this does not mean that we waive our right to do so later. Headings are for convenience only and do not affect the interpretation of these Terms.

16.7 We may publish additional rules or guidelines for specific features of the Service. Where we do, they form part of these Terms.

App stores

16.8 If you downloaded the app from the Apple App Store, you acknowledge that these Terms are concluded between you and MollisWare only, and not with Apple Inc. Apple is not responsible for the app or its content, has no obligation to provide maintenance or support, and, to the maximum extent permitted by law, has no warranty obligation other than to refund the purchase price, if any. MollisWare, not Apple, is responsible for

handling any claims relating to the app, including product liability claims, claims of non-compliance with legal requirements, consumer protection claims and intellectual property infringement claims. You must comply with the App Store terms when using the app. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you. You confirm that you are not located in a country that is subject to a United States government embargo or designated as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties.

16.9 If you downloaded the app from Google Play, the Google Play Terms of Service also apply to your download.

17. Contact

MollisWare
Charlotte van Bourbonhof 51
5611 HZ Eindhoven
The Netherlands
info@clubbooking.app

Part II – Terms for Clubs

18. Scope

18.1 This Part II applies in addition to Part I when a Club uses the Service. In case of a conflict, Part II prevails for Clubs.

18.2 A Club enters into an agreement with MollisWare when a Club Administrator creates the Club in ClubBooking and accepts these Terms on its behalf. The Club Administrator confirms that he or she is authorised to do so.

18.3 Clubs act in the course of a business or profession or as an association. Provisions of consumer law therefore do not apply to the agreement between MollisWare and a Club.

19. Use by the Club

19.1 The Club may use the Service to manage its own activities and Members during the term of the agreement.

19.2 The Club is responsible for the Club Administrators and other persons it grants rights in ClubBooking, and for all actions taken under their Accounts.

19.3 The Club is responsible for the information it publishes in ClubBooking and for its own rules, insurance, safety measures and facilities.

20. Subscriptions and fees

20.1 The available plans, their features and fees are shown when the Club takes out a Subscription. Unless stated otherwise, fees are exclusive of VAT. If we offer a free trial, the Club can use the features of the chosen plan during the trial period. After the trial, a paid Subscription starts only if the Club chooses one; otherwise the Club's access is limited to the features available without a Subscription. We may change which features are available without a Subscription.

20.2 Fees are charged in advance for each billing period through our payment provider. The Club authorises MollisWare and its payment provider to charge these fees, including applicable taxes, to the payment method the Club has provided. A Subscription renews automatically for the same period until it is cancelled.

20.3 The Club can cancel its Subscription at any time with effect from the end of the current billing period. Fees already paid are not refunded, unless required by law or provided otherwise in these Terms.

20.4 We may change our fees with at least 30 days' notice. If the Club does not agree, it may cancel its Subscription before the change takes effect.

20.5 If a payment fails, we will remind the Club. If payment is still not made within 14 days after the reminder, we may restrict the Club's access to paid features until payment has been received. The Club owes statutory commercial interest on late payments and reasonable extrajudicial collection costs.

21. Personal data of Members

21.1 The Club is the controller for the personal data of its Members that it manages through the Service. MollisWare processes this data on behalf of the Club as a processor. Annex 1 forms the data processing agreement between the Club and MollisWare within the meaning of article 28 of the General Data Protection Regulation (GDPR).

21.2 The Club ensures that it has a lawful basis for the processing of personal data of its Members, that it informs its Members about this processing, and that it handles requests from Members to exercise their rights.

21.3 The Club does not use the Service to process special categories of personal data, such as health data, unless it has a lawful basis for doing so and has agreed this with us in advance.

22. Members under the age of 16

22.1 The Club may only admit a person under the age of 16 as a Member if that person's parent or guardian has given permission for the use of the Service and the processing of the child's personal data.

22.2 The Club records that permission and provides proof of it to MollisWare or a supervisory authority on request.

22.3 The Club indemnifies MollisWare against claims of third parties arising from the admission of a Member under 16 without the required permission.

23. Term and termination

23.1 The agreement with a Club runs for an indefinite period and can be terminated by the Club at any time. A Subscription ends in accordance with article 20.3.

23.2 MollisWare may terminate the agreement with a Club with three months' notice, or with immediate effect if the Club materially breaches these Terms and fails to remedy the breach within a reasonable period after a written notice.

23.3 Upon request, made before or within 30 days after the end of the agreement, we provide the Club with an export of its data in a commonly used format. After that period we delete the Club's data, except for data we are required to retain by law. The Accounts of Members are not deleted when a Club leaves ClubBooking.

23.4 Amounts that became due before the end of the agreement remain payable after it ends.

24. Liability towards Clubs

24.1 Subject to article 12.1, our total liability towards a Club is limited to direct damage and to the amount paid by the Club for the Service in the twelve months before the event giving rise to the damage.

24.2 The Club indemnifies MollisWare against claims of third parties, including Members, arising from the Club's activities, from Content published by the Club or from the Club's breach of these Terms or the law.

Annex 1 – Data processing terms

This Annex applies between the Club (controller) and MollisWare (processor) to the processing of personal data that MollisWare carries out on behalf of the Club under these Terms.

A1. Subject matter and details of the processing

- Subject matter: providing the Service to the Club.
- Duration: the term of the agreement with the Club, and until the data has been deleted in accordance with article A8.
- Nature and purpose: storing, organising, displaying and transmitting data so that the Club can manage its Members, trainings, bookings, equipment, teams and news.
- Categories of data subjects: Members, Club Administrators, coaches and other persons the Club adds to the Service.
- Categories of personal data: name, contact details, date of birth, gender, profile photo, membership and role data, bookings and attendance, and Content published within the Club.
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A2. Instructions
MollisWare processes the personal data only on documented instructions from the Club. These Terms and the Club's use of the Service's features form those instructions. MollisWare informs the Club if, in its opinion, an instruction infringes the GDPR.

A3. Confidentiality
MollisWare ensures that persons authorised to process the personal data are bound by confidentiality.

A4. Security
MollisWare takes appropriate technical and organisational measures to protect the personal data against loss and unlawful processing, taking into account the state of the art, the costs and the risks. These measures include encryption in transit and at rest, role-based access control, logging and monitoring of the Service.

A5. Sub-processors
The Club gives general authorisation for the use of sub-processors. The current sub-processors are listed in the Privacy Policy. MollisWare informs the Club of any intended addition or replacement of a sub-processor, giving the Club the opportunity to object. MollisWare imposes the same data protection obligations on each sub-processor as set out in this Annex and remains responsible for their performance.

A6. Assistance
MollisWare assists the Club, taking into account the nature of the processing, in responding to requests from data subjects to exercise their rights, and in complying with its obligations regarding security, data breach notification, data protection impact assessments and prior consultation.

A7. Personal data breaches
MollisWare notifies the Club without undue delay, and where possible within 48 hours, after becoming aware of a personal data breach affecting the Club's data. The notification contains the information the Club reasonably needs to meet its own notification obligations.

A8. Deletion and return
At the end of the agreement, MollisWare returns the personal data to the Club at its request and then deletes it in accordance with article 23.3, unless retention is required by law.

A9. Information and audits
MollisWare makes available to the Club all information reasonably necessary to demonstrate compliance with article 28 GDPR, and allows for and contributes to audits by the Club or an auditor it appoints, at the Club's expense, with reasonable prior notice and no more than once a year, unless a supervisory authority requires otherwise.

A10. International transfers
MollisWare only transfers personal data outside the European Economic Area if appropriate safeguards are in place, as described in the Privacy Policy.